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The SIGNALMAN'S Journal

Signal Trainees of 1981, page 6.

September 1981

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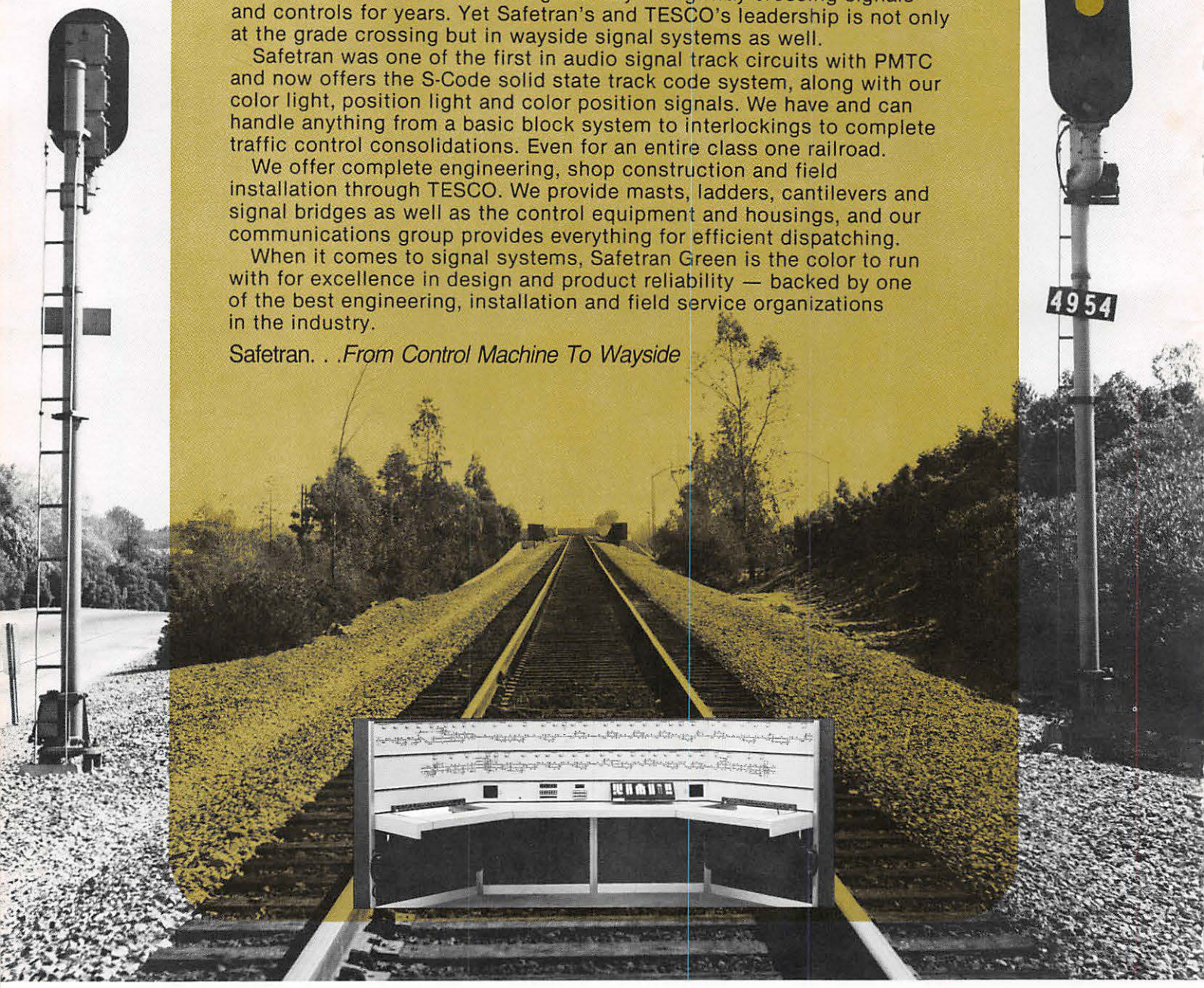

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The SIGNALMAN'S Journal

Official Publication of the Brotherhood of Railroad Signalmen

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Cover: Signal trainees of 1981 receive plaques from the Brotherhood of Railroad Signalmen in recognition of their achievements in graduating from signal training programs. They are (from the left): Joseph Baire, CR; Gary Storbeck, BN; Stephen Striggow, GTW; James Hale, N&W; and Limon Riley, SFe.

News

Retirement and COLA rate high in Signalmen's survey

Adequate funding for the Railroad Retirement system and continuation of the cost-of-living adjustment to signalmen's wages are top priority items according to results of the Brotherhood of Railroad Signalmen's membership survey. These two items were considered top priority by 96% of the members responding to the survey, which was mailed to them March 15, 1981. Also high on the list of priority items to be considered by the signalmen's negotiation team with the nation's carriers are personal leave days, and improvements in supplemental sickness. Close behind are improvements in health and welfare benefits, and a requirement that annual wage adjustments be made on a percentage basis, rather than in cents per hour.

Over 80% of the members responding listed these items in descending order, but still held them to be "important" for consideration in bargaining: Vacations, longevity pay, unemployment benefits, dental care, adjustment of wages lost due to the cap on the previous COLA, compensation for subject to call time, and interest on retroactive pay.

In answer to a question concerning Brotherhood activities and membership participation, two-thirds of the members indicated that they are in favor of membership ratification of all US National Agreements. Three out of every five members have attended a local meeting in the past year, and four out of five members have reported that they have talked to a local chairman in the past year. Over half of the membership indicated they have talked to general committee officers or Grand Lodge officers in the past year.

The survey also indicated that total sick and personal days for members of the Brotherhood are about one-half of the national average, and one-third of the railroad industry average.

The survey also asked about members reading habits. Survey results indicate nine out of ten members read *The Signalman's Journal* on a regular basis. *Labor* newspaper is read regularly by eight out of ten signalmen.

Also, three out of ten Brotherhood members have completed the signal training programs of the railroads on which they are employed.

CORRECTION: Southern had no H of S signal claims

On page 15 of the April 1981 issue of *The Signalman's Journal* a table containing summary of claims based upon alleged violations of Hours of Service laws settled pursuant to the federal claims collection act covering the month of December 1979 was in error. Recently received information from the Enforcement Division of the Federal Railroad Administration reveals that nine claims credited to the Southern in that table did not concern signalmen, but were concerned with train and engine service claims.

Thus the record is clear that the Southern Railway from what we can learn from the Federal Railroad Administration has never been cited for violation of the Hours of Service Act as regards signal employees.

"Signal employees on Southern Railway have worked extremely hard with management to ensure the provisions of the Hours of Service Act were complied with. We are quite proud of the record that our employees have established since the effective date of the Act, and I am sure that each of our employees justifiably share this pride," writes F. H. McIntyre, general superintendent operations, communications & signal department, Southern. In his letter to *The Signalman's Journal* McIntyre states, "We are very proud of our record concerning the Hours of Service Act, and we are very proud of our employees' compliance with this Act." Accordingly, *The Signalman's Journal* is happy to correct the record, in this instance.

Nickel Plate recordings are now available

Nickel Plates' famous Berkshire 2-8-4 Lima-built steam locomotives have been superbly recorded by the Railroad Record Club. Recording No. 29 reproduces trackside scenes of No. 779, one of the last steam locomotives built by Lima. Recordings were made in 1957 in the area of Vermillion, OH and on the Buffalo, NY-Bellevue, OH line. This is a 12" record and plays at 33⅓ rpm. Not only does this recording bring back memories, to those of us who were alive in the steam days, but it will be enjoyed by the younger generation who have seen and heard only diesel-electric locomotives.

Records are available at record dealers and hobby stores. For more information as well as a list of current records available write to the *Railroad Record Club, Hawkins, WI 54530.* Price is $6.75, Wisconsin residents should add a state tax. Make check or money order payable in US dollars to Railroad Record Club.

Gremlins got into TSJ caption

On page 30 of the July-August 1981 issue of *The Signalman's Journal,* gremlins must have been at work. The caption reads "Britcher, Cunningham and Woodruff." As many know, the gentleman in the center is Vice-President Charles S. Chandler. Apologies are in order to Chandler and to Anthony Cunningham, Canadian general chairman and general secretary-treasurer.

Congress conferees agree on Amtrak and ConRail $'s

As of July 29, conferees in the U. S. House of Representatives and the U. S. Senate have agreed on funding and conditions in legislation covering Amtrak and ConRail.

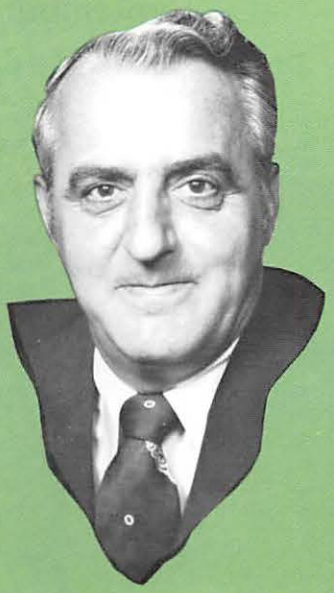
Funding for ConRail will be $262 million in fiscal 1982. Conferees set a target date of October 30, 1983 for sale of ConRail for a single entity. If the railroad is not sold by that date, it can be sold off piecemeal afterwards.

Conferees agreed on an Amtrak operational spending program of $735 million for the next fiscal year. They also agreed to allow Amtrak to defer an $82 million interest payment due the government in fiscal 1982. Also, conferees agreed to provide $200 million for track and related improvements in the Northeast corridor. Amtrak said this money will enable it to keep 85% of its national route network.

Safety Council labor unit to meet in Chicago.

The labor division of the National Safety Council will be meeting in conjunction with the annual National Safety Congress and Exposition, October 19-22, 1981 at the American-Congress Hotel. Labor Division meetings will be held at 9:00

(Please turn to page 73)



Bates' Commentary

Now that the Railroad Retirement legislation has been passed and signed by the President, other critical concerns must be addressed and resolved, not the least of which is our 1981 wage and fringe benefit negotiations.

Although the final railroad retirement bill did not meet the full approval of either the railroad managements or railroad labor, it should be recognized by each of the current as well as future beneficiaries of railroad retirement that a great deal of effort by both management and labor was extended in having the legislation enacted.

An analysis of the railroad retirement amendments are printed on page 52 in this issue of *The Signalman's Journal.*

I'm certain everyone has read the philosophy of the current administration toward solving the financial shortfall in the Social Security system. Needless to say I seriously doubt that any BofRS members agree with the notion that raising the retirement age to 68 would be equitable or make any sense in efforts to solve many of our social problems.

The need to create more jobs and opportunities for entrance into the work force is certainly important and our current 7% unemployment rate exemplifies that need. For as long as I am able to remember most theories for solving unemployment went to less individual work time in a person's life which would spread the available work to the entire work force. This administration is apparently of the opinion that if the retirement age is high enough, there will be few who live long enough to have a few years drawing benefits and enjoying a time without the pressure of trying to eke out an existence by whatever work might be available. At the time the ranks of the unemployed would be so high that their labor could be obtained at a very low cost and the standard of living for most Americans would be reduced.

In view of all of the obstacles facing advocates of change and stability to the financial conditions of the Railroad Retirement system, an outstanding job was accomplished by all of the participants, and we do appreciate all of their effort and understanding.

Tom Bates

Emphasizing the advantages of union membership is President R. T. Bates (center). Listening are signal trainees (from the left): Joseph W. Baire, CR; Gary W. Storbeck, BN; Stephen R. Striggow, GTW; James S. Hale, N&W; and Limon E. Riley, SFe.

Signal trainees get awards

What do an assistant signal maintainer, signal foreman, retarder yard maintainer, signalman and signal maintainer have in common besides working in the signal department of different railroads and being members of the Brotherhood of Railroad Signalmen? They are all signal trainees of the year in the Brotherhood's annual contest. Names to match the titles are: Stephen R. Striggow is an assistant signal maintainer on the Grand Trunk Western at Pontiac, MI. Gary W. Storbeck is a signal foreman for the Burlington Northern at Minot, ND. Joseph W. Baire is retarder yard maintainer at ConRail's Avon yard in Indianapolis, IN. Limon E. Riley is a signalman in a construction gang on the Santa Fe's New Mexico division. James S. Hale is a signal maintainer for the Norfolk & Western at Decatur, IL.

All five were interviewed by the Brotherhood's Grand Executive Council on July 8, 1981. After a lengthy question and answer period by the Council and the signalmen, the Council by secret ballot voted for the Signal Trainee of 1981 to represent the Brotherhood at the National Apprenticeship & Training Conference annual meeting in Hollywood, FL, October 19-21. Voted the Signal Trainee of 1981 was Gary W. Storbeck, BN signal foreman. Brother Storbeck along with other trainees from the transportation

Executive Council discussed signal trainees before they voted for the trainee to represent the BofRS at the NTATC meeting next month. Facing camera (from the left) are: Walter W. Altus, Jr., and John T. Bass, vice presidents; W. D. Best, secretary-treasurer; and R. Tom Bates, president.

Listening to discussion are (from the left): Walter W. Altus, Jr.; W. W. Lauer, director of research; Val Van Artsdalen, grand lodge representative; and W. D. Best.

Interested in the debate are (left to right): Roger E. McCaughan, grand lodge representative; V. M. Speakman, Jr., grand lodge representative; M. B. Frye, vice president; and W. Dan Pickett, grand lodge representative.

Council meeting covered other chores. Shown here (from left facing camera) are: Witt B. Harwell, Jr. and John E. Hansen, vice presidents; William A. Class, Jr., secretary, board of trustees; and Bernard E. Britcher, chairman, board of trustees.

industry, will describe his background, training and his work experience to the theme of this year's conference: "A tip for the 80's-apprenticeship and training for increased productivity and service."

All five were selected by their general chairmen based upon these requirements set forth by the Grand Executive Council of the Brotherhood of Railroad Signalmen:

1-A candidate must have completed training for the position of signalman in 1980 in a signal training school established in accordance with an agreement with the BofRS.

2-A candidate's attitude toward our Brotherhood and unions in general must be acceptable.

3-A candidate's grades in signal

Conducting the joint meeting of the Grand Executive Council and Grand Board of Trustees is R. Thomas Bates (left by flag facing camera), BofRS president. Others at Bates' left are Charles S. Chandler, John E. Platt and Witt B. Harwell, Jr., vice presidents.

Smiles abound as trainees meet BofRS vice presidents. At left Gary Storbeck, BN, and Limon E. Riley (right) SFe, meet John Bass (center), while above Steve Striggow (left) GTW, and Jim Hale (right) N&W, meet Chuck Chandler.

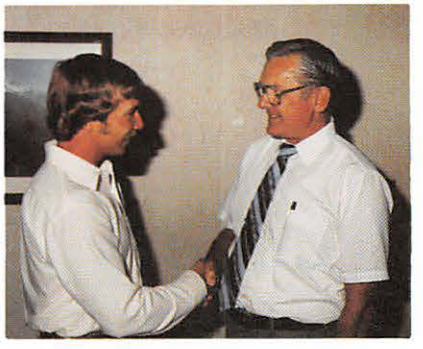
Handshake and plaque are given to Brother Baire, CR, by President R. T. Bates.

Pleased with his award is Gary Storbeck, BN, (right) as he receives it and a handshake from BofRS President Tom Bates.

ConRail General Chairman Bernard E. Britcher (left) congratulates Brother Joseph W. Baire, signal maintainer at CR's Avon yard, Indianapolis, for being a BofRS signal trainee of 1981.

Congratulations are in order as Bates (left) gives Brother Hale, N&W, a hearty handshake and trainee's plaque.

A handshake and a plaque are pleasantly received by Brother Striggow, GTW, from President Bates.



Santa Fe signalmen rejoice. Limon E. Riley, SFe signalman is being congratulated by Witt B. Harwell, Jr. (right) vice president.

Smiles are in order as President Bates gives Brother Riley, SFe, his plaque and a congratulatory handshake.

training class examinations must be acceptable.

4-A candidate's fitness and ability on the job must be considered as very acceptable by the general chairman.

5-A candidate's educational level, not necessarily formal school, must be considered by the general chairman.

6- The general chairman should also take into consideration the candidate's ability to speak briefly regarding his background, training and goals in life to a group of approximately 100 individuals.

All trainees received Brotherhood plaques inscribed as follows:

Presented (name of trainee). Nominated as Signalman Trainee of the Year 1981 in recognition of his diligent endeavors to increase his skill as a railroad signalman and promote the principles of trade unionism. By the Brotherhood of Railroad Signalmen July 8, 1981. Signed by R. T. Bates, president, and W. D. Best, secretary-treasurer.

Interestingly, this year's trainees average 30 years of age compared to 26 years of age for last year's trainees. This year's trainees bring military experience plus training in electronics to their signal work. Four of them are married and three of them each have a son and a daughter. They average 5.5 years work on the railroad.

Joseph W. Baire is a retarder yard maintainer for ConRail at its Avon yard in Indianapolis. Brother Baire has been with CR for five years. For about 6 months, he was leading signal maintainer, until displaced. He has been through two sessions of the ConRail signal school at Columbus, Ohio and will probably attend the third session this year and the fourth session next year. He is required to attend these sessions, but he should have no trouble as he averaged 96% for all sessions at the school and scored 99% on his final test.

Brother Baire was recommended by Bernard E. Britcher, ConRail's general chairman. Sponsored by Indianapolis Keystone Lodge 42, Brother Baire got this commendation from the local. A letter to Britcher, said "Brother Baire, in his quiet and respectful way, demonstrates the skills and determination that all trainees should want to possess. Desire to improve himself and to succeed, an enthusiasm that is often 'catching' to those around him and an attitude that reflects respect not only for his superiors, but also for his fellow workers; these are only a few of the traits that our members have come to expect and respect from Joe.

"A devoted family man, Joe attended electronics school some 20 hours per week for a solid two-year period in order to obtain an Associate's degree, a sacrifice not many people would be willing to make, but one Joe felt would aid him in his signal work."

Brother Baire graduated from the Associate Degree program in electronics engineering technology with honors from the ITT Technical Institute, Indianapolis, IN. Also, he attended Advance Schools Inc., in Chicago taking courses in engine service and vehicle maintenance. He has a third class license from the Federal Communications Commission. His electronic education began in Mooresville High School in Indiana and continued during his Army career from June 1965 until April 1974. He was a staff sergeant supervising maintenance, repair and trouble-shooting of Nike Hercules Guided Missiles and associated launching and test equipment. He received several commendations for his work and service.

Brother Baire was born June 8, 1947. He is married and with his wife Carol have a daughter Laura, age 7, and a son, Bradley, age 21 months. He is active in outdoor sports including golfing, fishing, skiing, and camping. Other activities include household and automotive maintenance and church work.

Brother Baire plans to continue his electronic education.

For him, an important part of the ConRail school was training in pole line work and climbing. He felt that the school provided good practical experience in working with signal equipment. He thanked the BofRS for the training agreement.

Brother Baire mentioned that he had worked at non-union jobs but at less pay and no benefits. As for union activity, he deplored the lack of interest by members in attending local meetings. He felt that members should become involved in union affairs. He is a member of Local 42's grievance committee.

A veteran signal employee on the Norfolk & Western, Brother James S. Hale is signal maintainer at Wabic interlocking in Decatur, IL. Brother Hale spent 3.5 years in a signal gang with over a year as a signalman, and 5 years in a signal repair shop on the former Wabash at Decatur, IL. He has been a signal maintainer for 3 years. He did not have to go through the signal training program, but he felt that it would be most helpful to him as he wanted to obtain a maintenance job. He was in the signal department for 7 years before he went to the N&W school in St. Louis, MO. On his present job, he has 6 miles of mainline territory with an interlocking that has a crossing of the Illinois Central Gulf and the N&W. Traffic is from 25 to 30 mainline trains daily, plus numerous switching moves.

Brother Hale found the school most rewarding. He said it was a good place for students to exchange ideas. He found that some students do not work too well under the pressure of test-taking in classrooms. He found many students who did not do too well on paperwork, were excellent with the practical hands-on work with signal equipment.

As for education, Brother Hale, born in Quincy, IL on December 1, 1950, graduated from Quincy high school in 1968. He attended Blackhawk Jr. College majoring in business administration. He plans to further his education in electronics.

Married for 7 years, Brother Hale and his wife Janet have a daughter named Anisa, and a son named Micah.

As for involvement in the Brotherhood, Hale attends meeting of Wabash Lodge 55 and plans to run for office. He admits that at first he did not appreciate the union and its work. After about 3 years, he realized what the Brotherhood is and does for its members. Brother Hale feels that much can be done at the local level. "We've got to get involved in order to do good," Hale says. Speaking about the BofRS in a letter to V. Joseph Sartini, N&W general chairman, Hale wrote:

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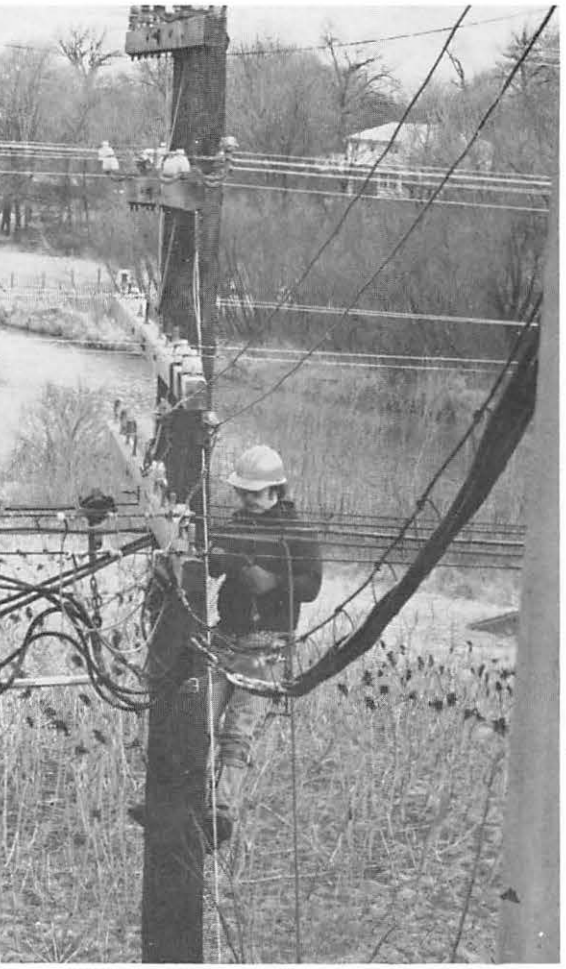
In recommending Brother Hale, Sartini wrote President R. T. Bates that Hale was one of six members completing N&W's signal training program in 1980 that were considered outstanding. It was a difficult choice, and Sartini said this about him: "Brother Jim is a good railroad worker, and his attitude toward our Brotherhood and the union is excellent."

After a brief stint in the Santa Fe track department, Limey E. Riley, transferred to the signal department in August 1978. A successful graduate from Santa Fe's signal training program in 1980, Brother Riley was recommended for signal trainee of the year by General Chairman Richard R. Van Vacter. He graduated from the program on December 12, 1980. His accomplishments at the Topeka, KS school indicate his efforts to attain scholarship: His average grade covering 24 monthly quizzes was 95%; his average grade covering four final examinations was 98%; and his average on classroom quizzes was 92%. Santa Fe Training Supervisor James A. Emmerson, Jr., and Assistant Chief Engineer, Signals, B. J. Hutton recommended Brother Riley for consideration of the Brotherhood's Signal Trainee of the Year award based on his grade point average, classroom performance and favorable comments from his instructors and division supervisor.

Van Vacter wrote R. T. Bates, BofRS president, that "Brotherhood members on the New Mexico division



Checking where the new 12 and 19-conductor cables may enter a ctc bungalow is done by Signalman G. D. Holman.

Watching the work of threading hook-up wire through the messenger rings are J. M. Brosi (left) signal foreman; J. J. Dolan, assistant signalman; and W. W. Lauer, BofRS director of research. On the cable line is Signalman R. F. Helmer. All the men of this signal line gang are members of Local Lodge 103.

Hook-up wire is threaded through cable rings by R. F. Helmer, signalman, of Aurora-Galesburg Lodge 103. Burlington Northern is replacing cable on its Chicago-Aurora mainline near Naperville, IL.

Wire is pulled from a reel and put up between messenger rings where the wire will be attached to the new cable and a truck will pull the hook-up wire attached to the cables into place along the pole line. Checking to see that the hook-up wire does not tangle as it leaves the reel are David Malone (left) signalman, and A. Hubbard, signal helper.

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In recommending Brother Hale, Sartini wrote President R. T. Bates that Hale was one of six members completing N&W's signal training program in 1980 that were considered outstanding. It was a difficult choice, and Sartini said this about him: "Brother Jim is a good railroad worker, and his attitude toward our Brotherhood and the union is excellent."

After a brief stint in the Santa Fe track department, Limey E. Riley, transferred to the signal department in August 1978. A successful graduate from Santa Fe's signal training program in 1980, Brother Riley was recommended for signal trainee of the year by General Chairman Richard R. Van Vacter. He graduated from the program on December 12, 1980. His accomplishments at the Topeka, KS school indicate his efforts to attain scholarship: His average grade covering 24 monthly quizzes was 95%; his average grade covering four final examinations was 98%; and his average on classroom quizzes was 92%. Santa Fe Training Supervisor James A. Emmerson, Jr., and Assistant Chief Engineer, Signals, B. J. Hutton recommended Brother Riley for consideration of the Brotherhood's Signal Trainee of the Year award based on his grade point average, classroom performance and favorable comments from his instructors and division supervisor.

Van Vacter wrote R. T. Bates, BofRS president, that "Brotherhood members on the New Mexico division

say that Brother Limey is a good hand who more than carries his load. His foreman comments that he is a good signalmen with a bright future." Local Chairman Jerry W. Jacobs said of Brother Riley, 'He has shown both interest and ability throughout his schooling. He will be a good signalman, and asset for the railroad and our union.' "

Brother Riley was born May 2, 1957 in Clovis, NM, and graduated from Texico high school in May 1975. While working at the Clovis Fire Department, he received schooling in emergency medical training. While he and his wife Diana have no children, they are planning for a family in the future. Brother Riley would like to obtain a maintenance position so he would be able to raise a family and continue his schooling in electronics, possibly at a nearby college. Also, he plans to take correspondence courses in electronics to further aid him in his work.

Of the Santa Fe school, Brother Riley said it gives one the basics, but as he is engaged in construction work, he would like to see more emphasis on the construction phase of signaling. On another point of training, Brother Riley said it would be good for a student to work with a signal maintainer for a month.

He said the Brotherhood makes the job worthwhile. He is proud to be a member of the Brotherhood of Railroad Signalmen. He says the Brotherhood provides him with a greater sense of security.

"I believe that through this union, employees have an opportunity to become better acquainted and to fraternize with other signalmen who have similar desires, interests and problems. It also gives employees an added feeling of equality and importance in relation to their bosses that they might not otherwise feel as an individual," Limey said. He is a member of Rocky Mountain Lodge 161.

A 5-year veteran of Burlington Northern's signal department, Gary W. Storbeck, completed the BN signal training program with a 98% score when he graduated. He was recommended by William A. Class, Jr., general chairman, who said: "Brother Storbeck's attitude toward our Brotherhood is good. He has attended local meetings whenever possible. I believe Brother Storbeck would be an excellent choice for Signalman Trainee of the Year." Brother Class's choice was also the choice of the Grand Exeuctive Council of the Brotherhood of Railroad Signalmen. Brother Storbeck will be the Brotherhood's entry at the National Apprenticeship & Training Conference annual meeting next month and a candidate to receive NTATC's recognition award.

Brother Storbeck was born October 9, 1952 in Minot, ND and graduated from high school in 1971. He continued his education while in the US Navy, when he served from December 1971 to March 1976. He was honorably discharged as a quartermaster, second class. He has taken night courses at Long Beach, CA, City College North Dakota State University and Minot State College in business administration. An airplane pilot, Brother Storbeck attended the Piper Pilot Training Center in 1976-77.

He began his career in April 1976 as an assistant signalman working in signal crews. He graduated from the BN Signal training program in December 1980. He said training in the BN program is innovative in that one learns much in a short time. Read, study, digest are three key words to success in the training program, he asserts. He found the classroom work reinforces the study done during the 6-months away from classes. On BN there is correspondence course work to do when between the classroom sessions.

Brother Storbeck expects to advance his education in electronics and will try for an FCC second class license. He would like to obtain a signal technician position.

Brother Storbeck has been married for 7 years. With his wife Mary, he has a son Jason, age 5, and a daughter Annie Marie, age 4. He is a member of the American Legion, and Great Northern Lodge 154.

As for unionism, Brother Storbeck says too many members expect service from the union, but do not want to put anything into it themselves. He feels that the Brotherhood has a continuing job of selling itself to its members.

In recommending Brother Storbeck to the NTATC, John T. Bass, BofRS vice president, said "Our selection of Gary was based in part on the excellence he has achieved in the Burlington Northern signal training program as reported by his general chairman and training instructor, and his desire to further his career in the field of railroad signaling.

"In addition to the above, Gary's fine reputation among his fellow employees, his personal appearance and an interview by the Executive Council of our Brotherhood were determining factors in our final choice of Gary as our Signalman Trainee of the Year, and our recommendation for a Certificate of Recognition by NTATC." Bass was writing to Larry E. Ward, national apprenticeship representative of the Bureau of Apprenticeship, of the Department of Labor, one of the sponsors of the NTATC annual meeting.

With a considerable electronics background, Brother Stephen R. Striggow, assistant signal maintainer for the Grand Trunk Western at Pontiac, MI, joined the railroad in 1977. He graduated from Canadian National's signal training school in Toronto, Ont. on December 12, 1980. He scored 90% or better for each of the four training sections and his overall average was 95%. He has held positions of assistant signalman, assistant maintainer, vacation relief signal maintainer and temporary position of signalman.

Brother Striggow was born in Flint, MI on August 29, 1948 and attended Holly,MI, area schools, graduating in 1966. In 1964, he became an Eagle Scout. Prior to joining the Marine Corps in 1969, Brother Striggow attended R.E.T.S. electronics school, 1966-68; Navy electronics school, 1969-1970; Air Force precision measurements school, 1970; and two Marine Corps schools in 1970 covering miniature component repair and digital fundamentals. From 1973 to 1976, he took courses from Bell & Howell electronics school.

Before going to work for GTW, Brother Striggow was an electronics technician for two years with Bendix Aero-Space Systems; calibration technician in the US Marine corps; electronics engineering technician with Bendix Aero-Space; and service manager for Freeway Sportscenter.

As for the Brotherhood, Brother Striggow wrote to General Chairman Harvey H. Parker, as follows: "The only way we can hope to make any gains as far as being able to even maintain our standard of living and obtain an acceptable insurance, vacation and sick benefits package, is to work together within and through the union at local and national levels. What is good for one is good for all."

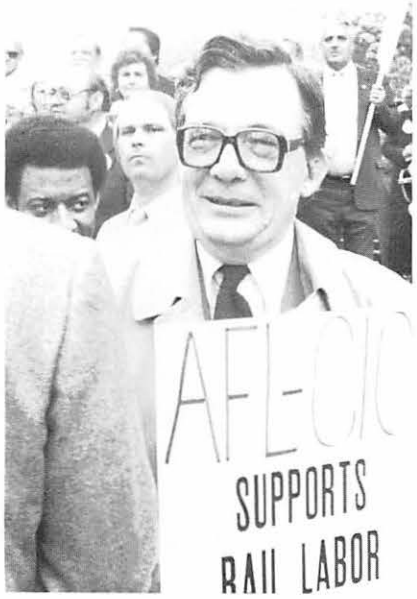
Brother Striggow is a member of Durand Lodge 14 and has been nominated for the positions of local trustee and a member of the local grievance committee.

Brother Striggow was recommended by Harvey H. Parker, general chairman, GTW.

Brother Striggow is single and a resident of Holly, MI. He is president of the Holly Frontiersman Saddle Club and a member of Moose Lodge No. 430 of Fenton, MI.

AFL-CIO Centennial:

The Challenge of the Future



AFL-CIO Pres. Kirkland joins rally to save railroads and jobs.

Symbol of the future: sophisticated antennas reaching out into space.

The American people: good-humored but determined to protect their living standards and achieve 'human dignity'.

The AFL-CIO, celebrating its Centennial this year, can easily "point with pride" to a long list of accomplishments.

• Workers have a higher standard of living today than a century ago.

• Working conditions generally have improved. Holidays with pay, vacations, pensions and a variety of other benefits have become standard in much of the American economy, thanks to union demands and collective bargaining with employers.

• Members of minorities and women have come a long way from the discriminatory practices of a century ago . . . but that is not to say that progress has come fast enough or that we can be content with what has been accomplished.

Indeed, in the words of the AFL-CIO slogan, it has been a "Century of Achievement." Nobody but the most hard-bitten enemy of unions will deny that.

But the other half of the slogan is equally true, and perhaps even more important: "A Challenge for the Future."

Unions' Future: The challenge boils down to this: in the minds of many employers, some politicians and some people around the universities, "American workers don't really need unions any more."

Some economic philosophers would like us to believe that unions have been so effective they have been responsible for American employers falling behind in the international competition for markets. So, witness the spectacle of General Motors calling for workers to take a pay cut, and of big construction firms calling for the repeal of the Davis-Bacon Act, which makes the payment of "prevailing wages" a condition for getting building contracts from the federal government.

But while the philosophers argue, a lot of employers hire anti-union consultants to keep unions out of their plants and offices, or to try to drive the union out, if it's already there. Using slick propaganda and the tricks of modern psychology, the consultants are far more successful than they have any legal or moral right to be.

AFL-CIO President Lane Kirkland explained the challenge to the working people of the country in a recent interview. He expressed it very simply:

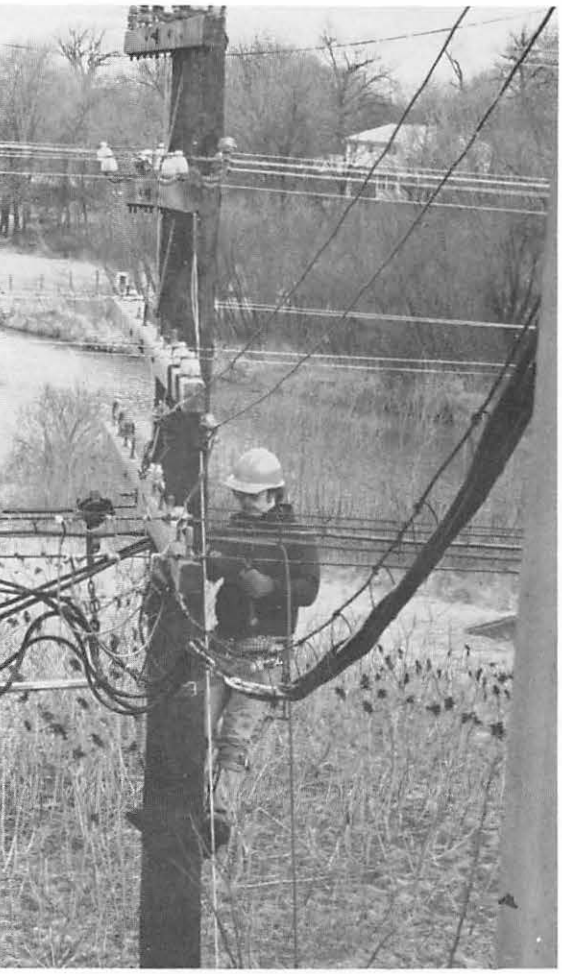
"For a hundred years, the trade unions of America have grown because they offer something of value to working men and women.

"What our unions offer is tangible and practical, but it is also in the realm of the human spirit.

"We offer the hope of a better and more secure future for working people. We have achieved gains through collective bargaining, which is at the core of the labor-management relationship.

"More than a decade ago, the Memphis sanitation workers, with the support of the late Rev. Martin Luther King Jr., went on strike. Their goal was economic: higher pay. But the signs they carried told of an even more fundamental need . . . recognition of their sense of human dignity.

"America's unions today proclaim, each in its own way, that simple message of human dignity and hope for a better life."

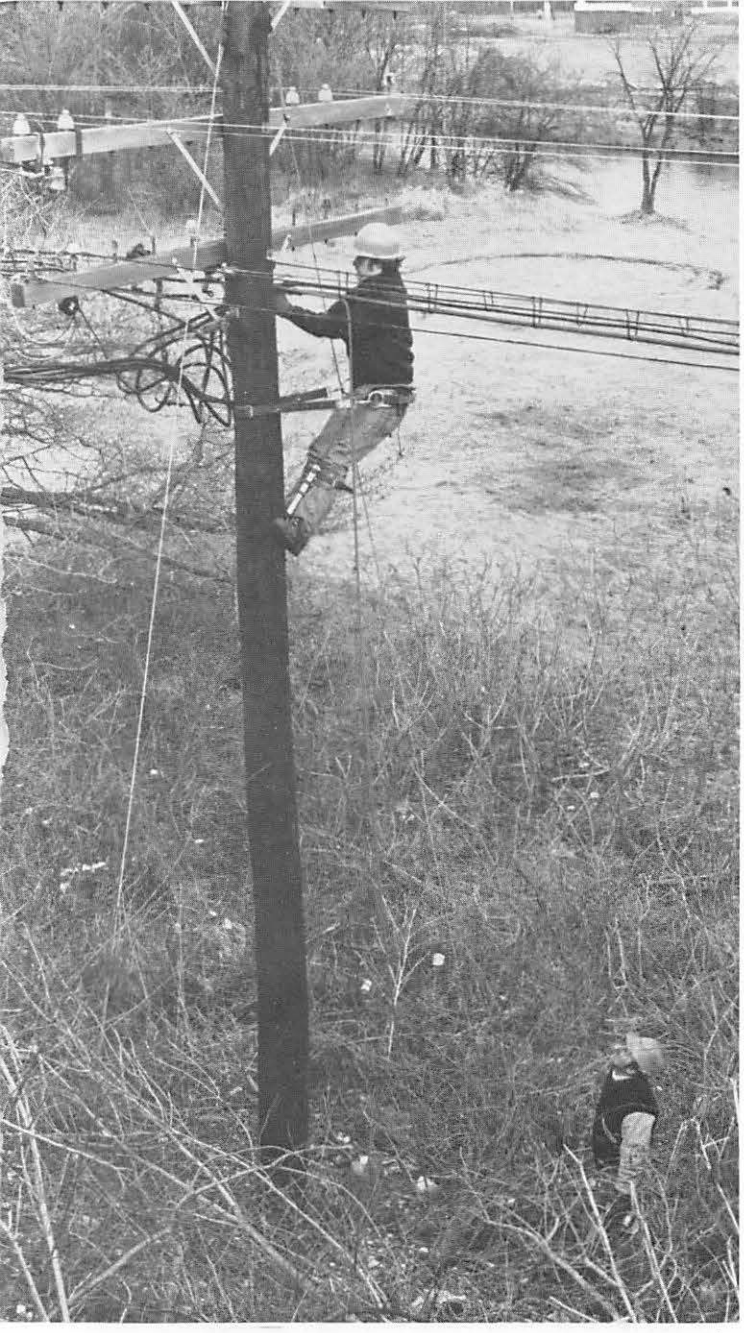


Checking where the new 12 and 19-conductor cables may enter a ctc bungalow is done by Signalman G. D. Holman.

Watching the work of threading hook-up wire through the messenger rings are J. M. Brosi (left) signal foreman; J. J. Dolan, assistant signalman; and W. W. Lauer, BofRS director of research. On the cable line is Signalman R. F. Helmer. All the men of this signal line gang are members of Local Lodge 103.

Hook-up wire is threaded through cable rings by R. F. Helmer, signalman, of Aurora-Galesburg Lodge 103. Burlington Northern is replacing cable on its Chicago-Aurora mainline near Naperville, IL.

Wire is pulled from a reel and put up between messenger rings where the wire will be attached to the new cable and a truck will pull the hook-up wire attached to the cables into place along the pole line. Checking to see that the hook-up wire does not tangle as it leaves the reel are David Malone (left) signalman, and A. Hubbard, signal helper.



Securing the end of the hook-up or messenger at ctc bungalow is G. D. Holman (on pole) signalman. Ready to send up tools via handline is J. J. Shots, assistant signalman, on the ground.

BN signal gang works to replace cable line

Messenger wire reel is checked by David Malone (left) and Ray Potter, signalman.

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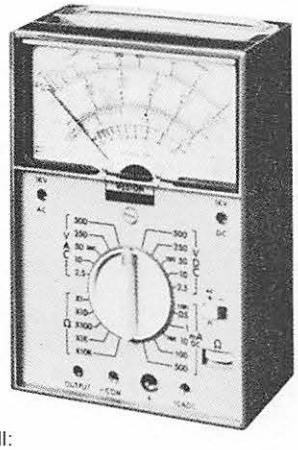

So, when you need a good meter in a hurry, get the best...a Weston ...from McNamara Supply Company.

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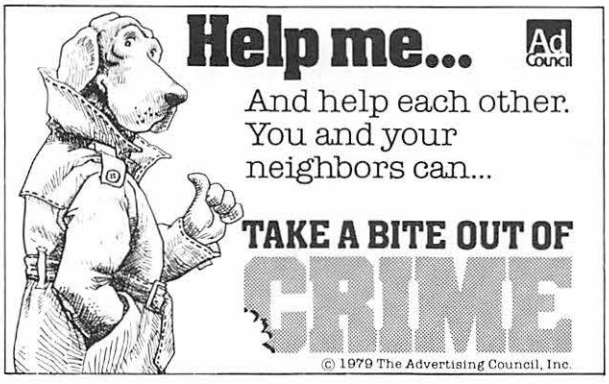
Crossing signals get check by BN maintainer

Voltage checks on gate arm motors is another one of the routine tests made by Brother Fernandes.

Checking voltages on crossing signal controls on the BN mainline near Naperville, IL is Frank Fernandes, signal maintainer.

Inspecting gate lights at crossings is a must in the maintenance routine for highway crossing warning devices. Signal Maintainer Frank Fernandes, a member of Local 103, checks gate arm lamps.



Regional meeting at St. Louis was chaired by Witt B. Harwell, Jr. (right) Brotherhood vice president. President R. T. Bates made some brief remarks at the beginning of the meeting and to conclude the meeting, he brought members up to date on national affairs affecting the Brotherhood.

Signalmen meet in St. Louis

SATURDAY MAY 16, 1981, St. Louis, MO: The Midwest Regional Meeting of the Brotherhood of Railroad Signalmen, was chaired by Brother W. B. Harwell, Jr., vice-president. After introducing general chairmen and grand lodge officers, Brother Harwell turned the meeting over to Ernest Hubbell, attorney, with the law firm of Hubbel, Lane & Sawyer, who discussed the application of the Federal Employers' Liability Act to injured signalmen. Hubbell and associate John T. Peak said that the railroad is required to provide a safe place to work for employees, safe tools, and an adequate work force, so that men are not injured in trying to do more than they can do physically. Hubbell and Peak said that the intent of FELA is to make a man whole. They stressed that it is wise for an injured person to get in touch with the designated legal counsel of the Brotherhood, the FELA attorneys who are listed in *The Signalman's Journal*. A key point to remember is that a claim for injury to be filed under FELA must be made within three years from the date of the injury.

Safety and signaling were discussed by H. R. Bird, regional director railroad safety, Federal Railroad Administration at Kansas City, MO. Bird reported that FRA is looking for signal and train control inspectors to fill positions in Omaha, NE and St. Louis, MO. Also of concern to FRA is

Be active in Brotherhood affairs, attend local meetings and spread the word to attend regional meetings where one can learn of national events that have impact on signalmen, their work and the Brotherhood. This brief message was brought to St. Louis regional attendees by William A. Class, Jr., general chairman, Burlington Northern and a member of the Grand Board of Trustees of the BofRS.

The importance in gathering correct information and presenting it in good form is vital to winning cases at the National Railroad Adjustment Board, declared Walter W. Altus, Jr., BofRS vice-president.

Regional meetings enable members to renew acquaintances, to make new friends and learn about the affairs of the Brotherhood. So commented Charles S. Chandler, vice-president for the Southeastern region of the BofRS.

Policing your agreements is a vital and necessary continuing function of all signalmen, according to M. B. "Pete" Frye, BofRS vice-president.

Deduction agreements have been made with several railroads in which signalmen may have the railroad deduct contributions for The Signalmen's Political League from their wages. W. W. Lauer, BofRS director of research, discussed this point and said all such deductions are voluntary. Union dues cannot be used for political activity.

Support for the Signalmen's Political League was urged by Val Van-Artsdalen, BofRS grand lodge representative.

safety at rail-highway grade crossings. Bird reported on a meeting that had been held in the Kansas City regional office with 22 railroad general managers of roads that operate in the region directed by Bird and his staff. He said that the railroads were to give him written reports of their activities to improve safety at the rail-highway crossings.

Following this discussion questions from the audience concerning the application of the Hours of Service to signalmen were answered by J. H. Whitthauer, supervisor, railroad safety and specialist in operating practices in St. Louis.

The benefits and how to apply for them under the AEtna dental plan were briefly described by Donald I. Sundstrom, senior account executive for AEtna Life & Casualty. He also answered questions from the floor.

Concerning supplemental sickness benefits provided by Provident and applications for them, Harry Klein, claim supervisor, in the St. Louis office discussed the use of the yellow form for the first notice of unemployment or sickness. He stressed the importance of members supplying a correct social security number as this is the key in which the Railroad Retirement Board and Provident use to identify the man and his claim. Klein also mentioned that if a man is sick and is unable to file his application form that his wife can file for him. He suggested that members could fill out these forms in advance with their names, addresses and correct social security number and even sign the form, so that when they become furloughed or sick, they just have to fill in the pertinent information required at that time.

Although inflation is driving up the cost of health insurance, Merrill Phillips, second vice president of Travelers Insurance, described some of the cost containment benefits added by Travelers in their latest policy. One of these is that Travelers will pay for a second or third medical opinion when the first opinion suggests surgery. He also said, that medical tests that may be required before a person enters a hospital for surgery may be done on an out-patient basis and Travelers will pay for this. Thus, a person does not have to enter a hospital for these tests prior to a stay for surgery.

The status of funding the railroad retirement system was briefly described by Tony C. Johnson, assistant to labor member, Railroad Retirement Board. Johnson, reported that although administering the railroad retirement system costs less

Bringing members up to date on national negotiations, and other affairs of the Brotherhood of Railroad Signalmen were among the highlights given to those in attendance at the St. Louis regional meeting by President R. Thomas Bates.

Urging support for SPL was W. M. Speakman, Jr., BofRS grand lodge representative, who stressed political activity of the Brotherhood to support those congressmen who are friends of labor.

Railroad safety was discussed by H. R. Bird, regional director railroad safety, Federal Railroad Administration.

Help for injured signalmen is as near as your telephone, said Ernest Hubbell, attorney of Hubbell, Lane and Sawyer. He discussed the help that signalmen may receive from attorneys who specialize in the application of the Federal Employers' Liability Act.

Rights of injured workers was described in more detail by John T. Peak, attorney with the law frim of Hubbell, Lane & Sawyer.

Present status of the Railroad Retirement System funding and a brief description of railroad retirement benefits, including the railroad unemployment insurance were described by Tony C. Johnson, assistant to labor member, Railroad Retirement Board.

than 1% of the money dispensed by the board, the Office of Management and Budget is asking the Board to make cost cutting a priority. By the end of September 1981, the Retirement Board is to cut 105 employees from the payroll, and by September 30, 1982 they are to cut another 79 employees. Johnson said this will affect service. However, the Board is doing all it can to continue to provide complete service. He said that the Board is continuing to review its operations.

In a brief comment Witt B. Harwell, BofRS vice-president, stressed the pride in workmanship that signalmen should continue to hold as a goal. He said that they should do quality work. Would I hire me? He said if you answer yes to this question then you obviously have pride in your work and are doing a good job. If you answer maybe or no, he suggested you might want to review your work habits.

In bringing members up to date on current affairs that affect signalmen, President R. T. Bates, said that negotiations on wages, health and welfare will probably be held off until the Railroad Retirement System funding problem is solved. He said that both labor and management have been working on a joint proposal to Congress. He said this will be one of the toughest years for the signalmen, and for all rail labor in their negotiating a new contract with the nation's railroads.

He pointed out that ConRail along with the Milwaukeee Road and some other small roads have requested that rail labor defer part of their wages either to purchase stock, or to be held until the railroads are more profitable. Bates is strongly opposed to this reduction in the standard of living for our members. He again urged members, at this meeting as he had at other regional meetings, to write their Congressman asking them to vote for funds for Amtrak and ConRail.

He stressed the importance of having a viable and effective rail system in the United States.

Bates reported that almost 41% of the membership returned the survey, which was mailed in March asking for their opinions on activities in the Brotherhood and the priority of items that had been served in the Section 6 Notice to the nation's railroads in January.

A social hour and luncheon was hosted by the law firms of Henslee, Monek & Henslee of Chicago, IL and Hubbell, Lane & Sawyer of Kansas City, MO following the meeting.

Dental plan benefits and coverage were briefly described by Donald I. Sundstrom, senior account executive, AEtna Life & Casualty.

Supplemental sickness insurance benefits and how to apply for them was described by Harry Klein, claims supervisor, in the St. Louis office of Provident Life & Accident Insurance.

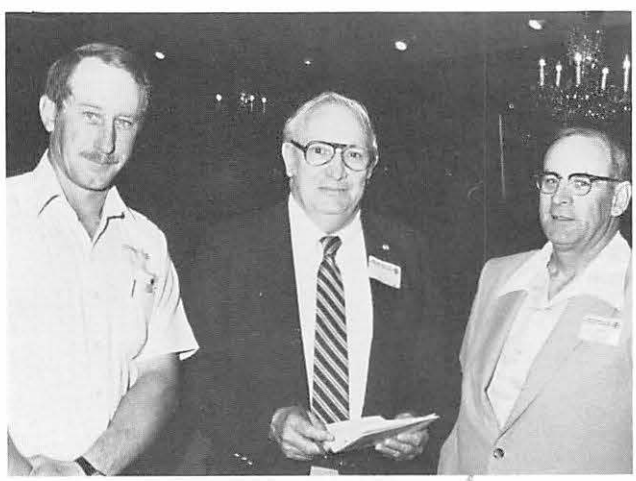
Health & welfare benefits including major medical coverage by Travelers Insurance was described by Merrill Phillips, second vice-president, Travelers Insurance

Listening to President R. T. Bates, are Phil G. McAllister (left) recording & financial secretary of Wabash Lodge 55, and his wife Kate.

Donating to The Signalmen's Political League is Ron Hamilton (left) of Missouri Lodge 72. With his hand on the money is Val Van Artsdalen, grand lodge representative, BofRS. V. M. Speakman, Jr. (center) is mentally counting up the money collected.

Signalmen of the Illinois Central Gulf get their picture taken at the regional meeting. From the left they are: B. J. Woodruff, general chairman; J. W. Davis, local chairman, Cairo Lodge 51; D. J. Hoyle, recording & financial secretary, Jackson Lodge 191; I. S. Nicholson, retired local chairman, Cairo Lodge 51; and R. Vallandingham, of Cairo Lodge 51.

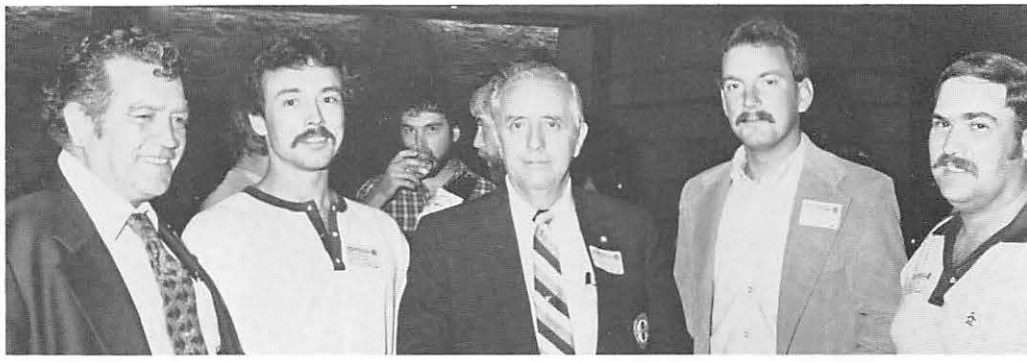
During the social hour Dennis Heitert, member of Wabash Lodge 55 and Joseph Kriegel (right) Local 55, enjoy a conversation with Henry S. Gerth (center), general chairman, Chicago & North Western-Rock Island.



Norfolk & Western men take a break during the regional meeting.Shown here are D. E. Creed (left) local chairman of Wabash Lodge 55; V. Joseph Sartini, (center) general chairman of N&W, and P. W. Springer, local president of Local Lodge 169.

St. Louis Terminal signalmen get together during a break. They are (from the left) Wallace Shell, St. Louis Terminal Lodge 132; Charles K. Highley, general chairman, Terminal Railroad Association of St. Louis and Alton & Southern; and Everett Hubbard, member of Local 132.

Burlington Northern signalmen pose for a picture. From the left are: G. D. Mescher, member of Aurora-Galesburg Lodge 103; L. F. Parker, Jr., local chairman, Local 103; William A. Class, Jr., general chairman; R. J. Bolinger, local president and local chairman of Lincoln Lodge 119; M. B. Bender, recording & financial secretary of Local 119 and W. W. Lauer, BofRS director of research.



Happy signalmen are shown in this picture taken during one of the breaks at the St. Louis regional meeting. From the left, they are: Jack H. Witthauer, supervisor of railroad safety, Federal Railroad Administration; his son, Steve B. Witthauer a member of St. Louis Terminal Lodge 132 and employed in the signal department of the Terminal Railroad Association of St. Louis; M. B. Frye, vice-president, BofRS; W. J. Kemper, member of Missouri Lodge 72, and D. H. Wilkins, member of Local Lodge 132.

Posing for a picture by the TSJ camera are: B. D. Blair (standing left) recording & financial secretary of Alton Lodge 85 and local chairman, ICG; and J. D. Warden, local chairman, Gilman Lodge 81. In front is David F. Picou, local president, Cairo Lodge 51.

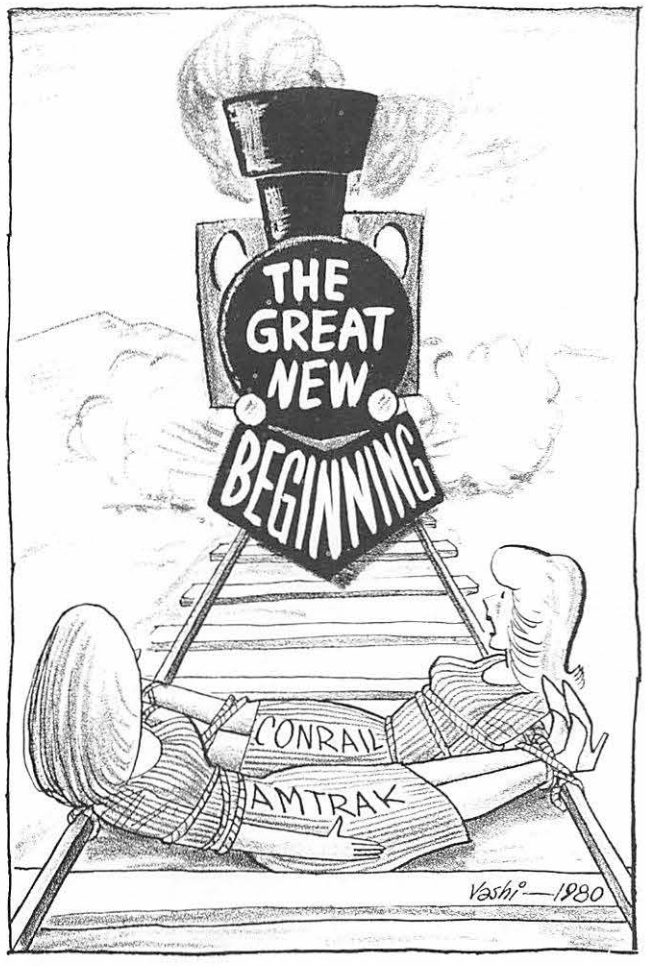
Winton Lodge 94 members have a chance to chat during a break at the St. Louis regional meeting. They are R. L. Jarrell (left) and R. B. Mensen, local chairman.

Enjoying a chat are (left to right) D. E. Creed, local chairman, Wabash Lodge 55; Randy R. Sweeton, recording secretary, Missouri Lodge 72; W. W. Lauer, BofRS, director of research and R. J. VanBuskirk, retired signalman from the Union Pacific,Eureka Lodge 19.

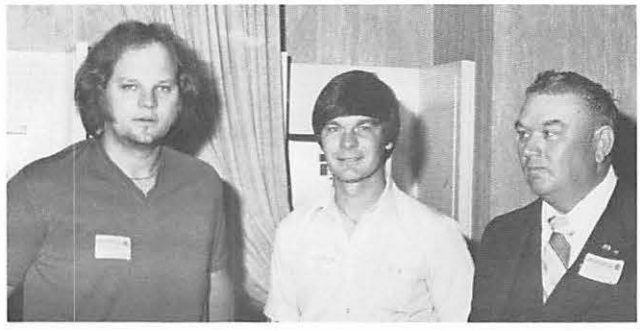
Three members of Jesse Clark Lodge 41 discuss the impact of the Hours of Safety Act on signalmen with J. H. Witthauer (right) supervisor, railway safety and specialist in operating practices of FRA. The three signalmen are (from the left) D. L. Froman, C. R. Paden and J. E. Davis, local president.

His words bring smiles to B. J. Woodruff (center), general chairman, Illinois Central Gulf and Val Van Artsdalen (right) grand lodge representative BofRS. The speaker is Richard R. VanVacter, general chairman, Santa Fe-Kansas City Southern general committee.

Listening to comments of their general chairman, C. K. Highley (left) of TRRAStL are D. B. Siatos (center) and James Godfrey, both of St. Louis Terminal Lodge 132.



Former Rock Island signalmen, working on the Tucumcari line purchased by the Southern Pacific, are discussing their work with Henry S. Gerth (right) general chairman, C&NW-RI. These signalmen are now members of Cotton Belt Lodge 157. They are Guy Jameson (left) and Herb Goggans.



Three Missouri Pacific members, take a break.They are Michael Graybeal (left), Randy R. Sweeton, recording secretary Missouri Lodge 72 and Harold L.Whitfield (right) financial secretary of Local 72. Brother Graybeal is a member of Local 72.

Receiving a presidential comment is Harold Williams (right) of Jesse Clark Lodge 41 from R. Thomas Bates, president, BofRS.

During a break the TSJ camera caught W. D. Corn, (right) general chairman of the Missouri Pacific listening to Ron F. Hamilton of Missouri Lodge 72.

Discussing the signal RS&I rules are William A. Class, Jr. (right) general chairman, Burlington Northern, and Darrell J. Tisor, signal and train control inspector for FRA.

The Antidote

By J. B. Dent
Signal Instructor
Illinois Central Gulf

One Sunday night,
about a month or so ago;
I was weary of the "rat race",
and was feeling pretty low.
I called my boss,
and he agreed that I should take
a little fishing trip
and go down to Reelfoot Lake.
My wife, she wasn't thrilled,
not even just a little bit.
When I first brought up the subject,
she had an awful fit.
I begged and I persuaded
and finally got her to consent;
got my fishing gear together
and down the road I went.
I dropped by, in Kentucky,
on a long time friend of mine.
He lives just North
of the Tennessee-Kentucky line.
We had a real nice visit
as I was passing through,
and he gave me a bottle
of his home-made "mountain dew."
I'm opposed to drinking "moonshine,"
I just don't believe it's right;
unless it's used as antidote
for snake or spider bite.
Lots of safety minded people
going fishing in a boat,
have a bottle, just in case
someone might need some antidote.
I went rolling into Samburg
about the middle of the day,
and stopped in at a bait shop
that I saw along the way.
I bought some minnows for Crappie,
and some wigglers for Bream,
and started out across the lake
in the neighborhood of one P.M.
I crossed the Lower Blue Basin
with a lot of bumps and thumps,
(those little Inboard boats
crawl right through the logs and stumps)
I fished for Bream, with wigglers,
for an hour, or maybe two;
in a quiet little cove
located near McDonalds Slough.
Then remembering the bottle,
I started thinking, "what the heck,"
It's possible that a Cottonmouth
could come falling around my neck,
or a Black Widow spider
could be hiding in my boat;
so I took a big old swallow
of the homemade antidote.
I hadn't tasted "Moonshine"
for many, many years;
but I started to remember
when my eyes brimmed full of tears,
and I felt an awful burning
in my mouth, and down my throat,
as I choked and gagged and strangled
on that drink of antidote.
After that, I grew more cautious
and took only little sips,
and let just a little trickle
seep between my teeth and lips.
I relaxed and watched the sparkle
of the ripples in the Reeds;
and I remember, I was thinking
"just what my soul and body needs."
The Bream that I had caught, so far,
were running pretty small.
I tried some artificial baits
and had no luck at all.
Trying for some bigger fish
would be a little more my style,
so I decided I would try
some Crappie fishing, for a while.
I opened up the minnow pail
and took a look inside.
I had started with two dozen
and all but four of them had died.
After pondering on my problem
I decided what to do;
and poured in about two "gullups"
of the homemade "mountain dew."
Those minnows all went crazy,
and went zipping all about,
bumped and thumped inside the bucket,
and they started jumping out.
I put the lid back on the bucket
to keep the little buggers in;
finally got one on my hook
and started fishing, once again.
When that minnow hit the water,
first he circled all around,
then headed for a stump
by an abandoned Beaver mound;
and then my Bamboo pole bent double
as I felt the mighty thump,
of the big old Largemouth Bass
that had been hiding by the stump.
When I finally got him boated,
I really got a big surprise;
and had a little trouble
just believing my own eyes.
That tipsy little minnow
had a fierce and deadly grip
on the middle of that big old Bass's
tender lower lip.
By now, you may begin to wonder,
or have, perhaps, a little doubt
about the Bass and "tipsy" minnow
I've been telling you about.
I wonder, if in telling this,
I've made a big mistake,
and all my friends will want to join me
when I go back to Reelfoot Lake.

Federal judge decides issues

United States District Judge Richard D. Rogers ordered the Brotherhood of Railroad Signalmen to take all steps within their power to terminate, avert and prevent the strike and continuance of the strike against the St. Louis Southwestern Railroad. Judge Rogers issued the order on July 23, 1981. Following is his complete order which provides information about the dispute.

In the United States District Court for the District of Kansas

St. Louis Southwestern Railway Co., Plaintiff
vs.
Brotherhood of Railroad Signalmen et al., Defendants

Case No. 81-4148

MEMORANDUM AND ORDER

On July 3, 1981, the plaintiff, St. Louis Southwestern Railway Company (sometimes referred to herein as the "Cotton Belt"), brought this action seeking to prohibit the defendant, Brotherhood of Railroad Signalmen (hereinafter referred to as "BRS"), from engaging in a threatened strike. The BRS had threatened to strike over the plaintiff's utilization of an outside contractor to perform certain work designated as signal work. On that day, this court entered a temporary restraining order preventing the threatened strike until a hearing on plaintiff's motion for a preliminary injunction could be scheduled. On July 10, 1981, the defendants filed an answer and alleged a counterclaim against the plaintiff. In addition, the defendants filed a motion for preliminary injunction seeking to prevent the plaintiff from making unilateral changes in the working conditions of its signalman employees without complying with the procedures established by the Railway Labor Act.

On July 13, 1981, the court began hearing evidence on the aforementioned motions. Due to the length of the hearing, the court extended the previously entered temporary restraining order for an additional five days. Subsequently, on July 16, 1981, the court again extended the temporary restraining order for a period of five days in order to allow the court to properly consider the extensive evidence that had been offered by both parties. Having carefully considered the evidence, the court makes the following findings of fact and narrative conclusions of law.

FINDINGS OF FACT

1. Plaintiff is a common carrier railroad, organized and existing under the laws of the State of Delaware, doing business in and between the States of Kansas, Louisiana, Illinois, Missouri, Arkansas and Tennessee. The Southern Pacific Transportation Company is the major and controlling stockholder of the plaintiff. Plaintiff is subject to the provisions of the Railway Labor Act, 45 U.S.C. Sec. 151 *et seq.*

2. Defendant, Brotherhood of Railroad Signalmen, is a labor organization within the meaning of the Railway Labor Act.

3. Defendant, Pacific Southwest General Committee, is also a labor organization within the meaning of the Railway Labor Act.

4. All individual defendants are various officials and members of the defendants Brotherhood of Railroad Signalmen and Pacific Southwest General Committee.

5. Plaintiff and defendants are parties to a collective bargaining agreement effective October 1, 1970, which has been revised periodically since that date.

6. The first collective bargaining agreement between the Cotton Belt and the BRS was a letter agreement dated September 5, 1940. It provided, in pertinent part:

> Pending present negotiations to be conducted at some mutually satisfactory date, the matter of a formal contract will be held in abeyance.
>
> Effective September 1, 1940, and pending the conclusion of formal contract, the carrier and the organization will jointly observe the rules and working conditions of the current agreement between the Southern Pacific lines in Texas and Louisiana and the employees of the Signal Department represented by the Brotherhood of Railroad Signalmen of America effective May 1, 1924, and the current rates of pay on the Southern Pacific lines in Texas and Louisiana which were effective April 16, 1940. . . .

7. The agreement on the Texas and Louisiana lines incorporated by reference through the above letter agreement contained no provision preventing the railroad from contracting out signal work but did contain the following scope rule: "These rules shall apply to employees classified in Article I performing the work generally recognized as signal work."

8. The next agreement between the Cotton Belt and the BRS was made to be effective February 1, 1943, and also contained no prohibition against contracting out of signal work. The scope rule in that agreement provided as follows:

> This agreement governs the rates of pay, hours of service and working conditions of all employees in the Signal Department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) performing the work generally recognized as signal work, which work shall include the construction, installation, maintenance and repair of signals, interlocking plants, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, car retarder systems, centralized traffic control systems, signal shop work and all other work generally recognized as signal work.
>
> It is understood the following classification shall include all the employees of the signal department performing the work enumerated under the heading of "Scope".

9. That language remained unchanged until the

in Cotton Belt-Signalmen dispute

agreement was revised effective October 1, 1970. This agreement also contains no prohibition against contracting out signal work. The 1970 scope rule provides as follows:

> (a) This agreement shall apply to work or service performed by the employees specified herein in the Signal Department, and governs the rates of pay, hours of service and working conditions of all employees covered by Article I, engaged in the construction, reconstruction, installation, maintenance, testing, inspecting and repair of wayside signals, pole line signal circuits and their appurtenances, interlocking, spring switch locking devices, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, detector devices connected with signal systems, car retarder systems and hot box detectors and car counting devices when used in connection therewith, dragging equipment detector devices, electric switch lamps, and all other work generally recognized as signal work performed in the field or signal shops.
>
> (b) When signal circuits are handled on radio, radar or microwave systems, the employees covered by this agreement shall install and maintain the signal circuits leading up to a common terminal where signal circuits are interconnected with other circuits and will take off at a common terminal where Signal Department circuits are again separated from other circuits.
>
> (c) It is understood the following classifications shall include the employees performing the work enumerated under the heading of "Scope."

10. During the years 1940 to 1945, the Cotton Belt used outside contractors to perform certain signal work on its lines. During these years of World War II, qualified signalmen were in short supply and the Cotton Belt utilized outside contractors on several projects, including the installation of centralized traffic control systems in Missouri, Arkansas and Louisiana. The BRS made no complaint and filed no grievance regarding this work by outside contractors during this period.

11. Subsequent to 1945, the Cotton Belt did not contract out signal work but rather used its own signalmen to perform most of the signal work. However, on several occasions, the Cotton Belt was required by lessors of certain equipment to use the lessors' employees to operate the leased machines. The work performed by these individuals was work normally performed by signalmen. The BRS has voiced no objection to this procedure over the years. However, the BRS pointed out that a signalman is generally present during the operation of the machine and usually supervises the operation.

12. In 1963, the Cotton Belt, in response to a wage proposal by the BRS, served certain counterproposals upon the BRS, including a proposal to provide in the collective bargaining agreement for the right of the carrier to contract out work. This proposal was rejected by the BRS. The BRS has indicated that the Cotton Belt attempted to include the same provision in following agreements. All subsequent proposals were rejected by the BRS.

13. In June, 1978, plaintiff entered into an agreement to purchase the railroad line of the bankrupt Chicago, Rock Island and Pacific Railroad Company (hereinafter referred to as "Rock Island"), between Santa Rosa, New Mexico, and St. Louis, Missouri.

14. In October, 1979, when a bankruptcy court declared the Rock Island cashless, the Interstate Commerce Commission ordered the Kansas City Terminal to operate the Rock Island properties on its behalf. On March 24, 1980, the Commission authorized the plaintiff to operate the Rock Island line from Tucumcari, New Mexico, to St. Louis, Missouri (hereinafter referred to as the "Tucumcari line"). The temporary authority continued until the Commission gave final approval to plaintiff's purchase of that line. The actual sale of the line to plaintiff was consummated on October 30, 1980.

15. The acquisition of the Tucumcari line was of vital importance to the Southern Pacific Transportation Company, plaintiff's parent line, because it provided them with a shorter shipping route to the midwest.

16. Thereafter, plaintiff applied to the Federal Railroad Administration (hereinafter referred to as "FRA") for a loan to rehabilitate the Tucumcari line under Sec. 505 of the Railroad Revitalization and Regulatory Reform Act of 1976. The Cotton Belt indicated that one of the purposes in seeking the federal loan was to allow the rehabilitation of the line to proceed more rapidly. On September 29, 1980, the loan application was granted and plaintiff entered into an agreement with the FRA to begin rehabilitation projects costing a total of $97 million. The FRA financing agreement requires that the work be completed by the end of 1981.

17. The total rehabilitation of the Tucumcari line was necessary due to the state of the line in 1979. The rehabilitation projects planned by the Cotton Belt were intended to increase the maximum speed along the line, which in some places in 1979 was only ten miles per hour.

18. Among the projects that were to be completed was the total rehabilitation and modernization of the signal system which governs the movement of trains on the Tucumcari line. Rehabilitation and modernization of the signal system included the installation of a new centralized traffic control system between Topeka and Herington, Kansas. The installation of such a system will enable trains to operate more efficiently and safely over this area. The rapid completion of this project is essential to the efficient and profitable operation of the Tucumcari line.

19. After the demise of the Rock Island, the FRA encouraged interested railroads and the labor organizations to work together in an effort to enable a purchasing carrier to operate sections of the Rock Island in an efficient manner immediately upon authorization for such service. In addition, the FRA encouraged both the labor organizations and railroads to cooperate in employing the unemployed Rock Island employees. As a result of the impetus provided by the FRA, meetings were held between the prospective purchasing carriers and the representatives of the labor organizations.

20. On March 4, 1980, plaintiff and other railroads and the BRS and other railway labor organizations entered into an agreement to provide a fair and complete arrangement for the protection of the employees of the Rock Island. This agreement became known as the "Miami Accord."

21. Article II — 9(e) of the Miami Accord provided as follows:

> Special projects — Protection, seniority and contracting (pursuant to existing agreements) in

special rehabilitation projects will be subject to negotiations between individual purchasing carriers and interested employee representatives.

The purpose of the insertion of this section was to accommodate the railroads' desire to limit the protection that would be accorded the many temporary employees that would be required only for the rehabilitation projects. Both the BRS and Cotton Belt assert that the language "pursuant to existing agreements" was included to follow the positions that each party asserts in this action. The Cotton Belt asserts that the language was necessary to make clear that the railroads were only agreeing to discuss "contracting" that was then actually prohibited by existing agreements and past practices. The BRS contends that the language was inserted to emphasize that the collective bargaining agreement of the BRS did not authorize contracting out.

22. In September, 1980, plaintiff proposed, pursuant to Article II — 9(e) of the Miami Accord, that defendants BRS and Pacific Southwest General Committee enter into an agreement for the rehabilitation projects on the Tucumcari line. Plaintiff's proposals for the agreement included the following paragraphs:

> The terms of this Memorandum of Agreement will also be applicable to the 1981 phase of the rehabilitation project. However, the subjects of selection of forces and the use of contractor's forces will be the subject of an agreement covering the 1981 phase of the Rehabilitation Project.
>
> * * * *
>
> To the extent that positions and work for the 1980 phase of the Rehabilitation Project cannot be accomplished with eligible Rock Island employees or furloughed Southern Pacific Transportation Company employees (Pacific Lines), and because of the necessity to begin the project in 1980, it is agreed that contractor's forces may be used. However, this agreement as to the use of contractor's forces shall remain in effect through December 31, 1980. In the event that it becomes necessary to utilize contractor's forces during 1981, the parties will negotiate the details of contracting (pursuant to existing agreements).

These paragraphs were proposed in an effort by the railroad to avoid any future problems that might arise with the FRA or the BRS.

23. During September, 1980, representatives of the Cotton Belt met with representatives of the defendants to discuss the future rehabilitation projects. K. R. Peifer, Manager of special projects in the industrial relations department of the Southern Pacific Transportation Company, informed the defendants that in the event that the Cotton Belt was not able to obtain a sufficient number of former Rock Island signalmen, then outside contractors would be employed. On September 16, 1980, the Cotton Belt signed an agreement with the BRS covering the 1980 rehabilitation project. This agreement stated in pertinent part:

> St. Louis Southwestern Railway Company intends to utilize eligible former Rock Island employees and to maximum extent possible for the rehabilitation project. Each of the eligible former Rock Island signal employees will be notified concerning the availability of temporary positions with St. Louis Southwestern Railway Company for the rehabilitation project and each will be given an opportunity to make application for such positions. Additionally, to the extent that positions remain available for the 1980 phase of the rehabilitation project, St. Louis Southwestern Railway Company agrees to notify currently furloughed signal employees on the Southern Pacific Transportation Company of the availability of the remaining temporary positions. Any such Southern Pacific Transportation Company employees indicating a desire to occupy an available position will be given an opportunity, if qualified, to fill any such positions once they have been offered to eligible former Rock Island employees.
>
> * * * *
>
> Except to the extent specifically provided for in this Agreement, it is not intended to modify or supercede the terms of the March 4, 1980 Agreement.

The paragraphs proposed by the plaintiffs were deleted after an objection was raised by the BRS.

24. During the negotiations of the September 16, 1980 agreement, the representatives for the BRS stated they would attempt to provide additional qualified signalmen from other sources in order to avoid the Cotton Belt utilizing outside contractors. Accordingly, the parties executed a letter, also dated September 16, 1980, which stated:

> In connection with the Memorandum of Agreement dated September 16, 1980, relating to St. Louis Southwestern Railway Company's projected rehabilitation project for 1980, the parties have discussed the subject of contracting (pursuant to existing agreements) and have agreed to defer further discussions on the subject until it becomes necessary.
>
> In the event that signal employees are not available from within the ranks of the former eligible Rock Island signal employees or furloughed Southern Pacific Transportation Company signal employees, the Organization agrees to cooperate with St. Louis Southwestern in filling its staffing requirements for the positions listed on Attachment "A" to the September 16, 1980, Agreement.

25. On October 15, 1980, prior to commencing the 1980 phase of the rehabilitation project, Peifer met with BRS representatives and advised them that he had been unable to secure a sufficient number of signalmen to complete the work programmed for 1980 and, therefore, found it necessary to utilize outside contractors. The Cotton Belt had needed 33 signalmen for the projects in 1980, but were only able to hire fifteen journeymen-signalmen to work on these projects. The BRS opposed the use of outside contractors and requested that the Cotton Belt consider utilizing additional assistant signalmen in lieu of journeymen-signalmen. In a letter of understanding, dated October 15, 1980, the Cotton Belt and the BRS agreed that the railroad had the right to determine and establish the number of assistant signalmen positions it required for each rehabilitation gang, but the number was not to exceed six such positions. As a result of the letter of understanding, the Cotton Belt decided not to employ an outside contractor but rather to hire minimally qualified new employees to work as assistant signalmen with the qualified former Rock Island signalmen.

26. Also on October 15, 1980, a "final notice" was sent to all eligible former Rock Island signal employees advising them of the Cotton Belt's 1981 rehabilitation project scheduled to begin on April 1, 1981. The notice requested that they submit their applications for employment prior to November 1, 1980.

27. In November, 1980, Peifer advised the BRS that the 1981 projects would require over 180 signal employees. The

Cotton Belt's engineering department had arrived at this figure. Peifer requested the BRS to cooperate with the Cotton Belt in attempting to locate qualified journeymen-signalmen for employment. Peifer indicated to the BRS that since the railroad had encountered great difficulty in hiring only the 33 signalmen required for the 1980 project, it appeared that unless a supply of signalmen became available from some source, possibly furloughed employees from some other major railroad, then the Cotton Belt would in all likelihood have to employ outside contractors to perform some signal work.

28. The final notice sent to all eligible former Rock Island employees resulted in only 21 responses. After conferring with the BRS, Peifer advised the engineering department to reevaluate their earlier manpower requirements and attempt to lower them. Subsequently, the original number of required signalmen was reduced to 154.

29. During the period November, 1980, to April 1, 1981, the Cotton Belt made considerable efforts to find and hire qualified signalmen. The Cotton Belt contacted former Rock Island signal employees, furloughed employees from other railroads, technical schools, electronics companies, and colleges in an attempt to obtain the required number of signalmen. In addition, the Cotton Belt contacted all individuals who responded to an advertisement which the railroad requested that the BRS place in their *Signalman's Journal*. Furthermore, the railroad worked closely with the state employment agencies in the State of Kansas in an effort to secure applicants for employment. The BRS has contended that efforts of the railroad were not effective because the Cotton Belt refused to pay any transportation to work sites or living expenses for the duration of the rehabilitation work. Peifer indicated that the Cotton Belt was not willing to pay expenses and asserted that this was the general practice. The court heard no substantial evidence to the contrary and finds that the efforts of the railroad were extensive and reasonable under the circumstances that they faced.

30. Despite the diligent efforts of the Cotton Belt in attempting to obtain additional signalmen, they were only able to initially hire 21 signalmen and 48 assistant signalmen. After it became clear that the Cotton Belt would not be able to hire the number of signal employees required to complete the 1981 project, Peifer again contacted the engineering department and asked them to revise the force projections utilizing the same concept that was used in the 1980 project, that of maximizing the number of assistant signalmen which could be used on the project. Thereafter, the engineering department revised its estimate and came up with 84 as the bare minimum number for signal employees.

31. On March 4, 1981, the Cotton Belt and the BRS entered into an agreement covering the 1981 rehabilitation project. Consistent with the 1980 project agreement, the Cotton Belt agreed to utilize former Rock Island employees and new hires to fill the signalmen positions established for the 1981 project. Furthermore, the 1981 rehabilitation agreement covered several other subjects such as: relaxing the starting time rule in order to provide additional flexibility; giving the railroad the right to establish signal gangs working fourteen consecutive days; continuing the arrangement of maximizing assistant signalmen positions; utilization of special equipment and the plowing of signal cables by work trains. The agreement contained no restriction prohibiting the use of an outside contractor by the railroad. The agreement concluded as follows:

> This Agreement is to cover this particular project, does not establish a precedent, and will not be referred to by either party in any other case.

32. On January 2, 1981, the BRS served a notice pursuant to Section 6 of the Railway Labor Act indicating its desire to revise, amend and supplement the existing collective bargaining agreement in various ways. One such change included a complete revision of the scope rule of the existing bargaining agreement. The railroad believed that the union's scope rule proposal was so extensive that it invaded the work jurisdictions of other railway labor organizations.

33. On February 26, 1981, the railroad served a list of counterproposals upon the BRS to be handled concurrently in the negotiations with the signalmen's Section 6 notice. The first of the items served by the Cotton Belt was a counterproposal to the revised scope rule proposed by the BRS. This counterproposal stated that the following "Note" would be added to the existing scope rule:

> Note: When it deems necessary, the Company shall have the right to subcontract work set forth in this Scope Rule. As the Company decides that it is necessary to subcontract work of the type set forth in the Scope Rule, it shall give the General Chairman advance notice of intent, except in the case of minor transactions.

The intended purpose of this counterproposal was to codify the discretionary right which the Cotton Belt had to employ outside contractors and the actual practice of having used outside contractors in the past. Furthermore, the railroad intended to use this counterproposal as a bargaining device in the negotiations that would arise under the Section 6 notice.

34. Meetings and negotiations have occurred over the union's Section 6 notice but no agreement has been reached. The negotiations are currently in a recessed status.

35. Subsequently, because of the inability to hire sufficient signalmen and the need to quickly complete the centralized traffic control system between Herington and Topeka, the plaintiff decided to use an outside contractor to perform limited portions of the installation work. The plaintiff invited contractors to bid for that work and the successful bidder was Serrmi Corporation of Atlanta, Georgia.

36. The work to be performed by Serrmi Corporation constituted only a small portion of the rehabilitation and upgrading of the signal system between Herington and Topeka. The entire project will cost $7,227,385.00. Serrmi Corporation has agreed to perform its work for a cost of $336,960.00.

37. Late in May, 1981, R. T. Bates, President of BRS, learned that the Cotton Belt was going to use an outside contractor to perform a portion of the signal work on the Tucumcari line. Bates called the Cotton Belt to confirm the letting of the contract.

38. On June 22, 1981, John Bass, Vice President of BRS, and Peifer discussed the plaintiff's use of Serrmi Corporation. Bass expressed his objection to utilization of Serrmi and indicated that the BRS would be taking a strike vote to determine whether or not its members desired to strike over the use of Serrmi.

39. On June 24, 1981, Peifer received a call from Bass who advised him that the BRS intended to strike if the Cotton Belt continued with its plans to use Serrmi Corporation to perform a portion of the centralized traffic control system.

40. On July 1, 1981, Peifer and W. C. Hoenig, Vice President of the St. Louis Southwestern Railway

Company, telephoned Bass to determine if the BRS still intended to strike if the Cotton Belt used Serrmi Corporation on the Tucumcari line. Peifer suggested that they attempt to work something out. Peifer recommended that the union allow them to use the outside contractor and then agree that it would not be used as precedent in future cases. The BRS was not satisfied with this procedure although the union had agreed to a similar procedure in the March 4, 1981 agreement. The BRS said nothing could be done and indicated that they were ready to strike.

41. Serrmi Corporation was to begin work on July 6, 1981. On July 3, 1981, plaintiff brought the instant action to prevent the threatened strike by the BRS.

42. A strike would have a severe adverse impact on the Cotton Belt's efforts to rehabilitate and modernize the Tucumcari line and possibly place the plaintiff in default on its contractural commitments to the FRA. In addition, a service interruption at this time, due to a strike, would seriously set back the considerable efforts made by the Cotton Belt to recapture traffic for the line. Furthermore, a strike would have an adverse impact on the public by interrupting the flow of interstate commerce. The stoppage of plaintiff's operations will cause immediate, serious and irreparable damage to plaintiff, plaintiff's employees, and the public at large.

43. No employee of the Cotton Belt will be laid off or otherwise adversely affected by the utilization of Serrmi Corporation to perform certain signal work on the Tucumcari line. No signal employees of the Cotton Belt are currently laid off. Even with Serrmi performing this work, additional signalmen are required to complete the 1981 rehabilitation project of the Tucumcari line.

CONCLUSIONS OF LAW

Based upon the foregoing facts, each party has taken a different position in this matter. Plaintiff contends that based upon the past practice of contracting out of signal work and the absence of any prohibition in collective bargaining agreement, it has the right to utilize outside contractors under the circumstances of this case. Plaintiff contends that a "minor dispute" is present under the provisions of the Railway Labor Act and that the defendants are therefore barred from engaging in a strike. Plaintiff seeks injunctive relief preventing the defendants from engaging in a strike over the plaintiff's use of an outside contractor to perform certain signal work on the recently acquired Tucumcari line.

Defendants assert that the plaintiff has unilaterally changed the working conditions of its signalmen, conditions which they allege have been in effect for decades, in violation of the procedures prescribed by the Railway Labor Act. Therefore, defendants contend that a "major dispute" exists under the provisions of the Railway Labor Act. They assert that the plaintiff recognized this fact by the service of a notice under Section 6 of the Act to allow it to subcontract signal work to outside contractors. Defendants believe that this case is controlled by *Detroit & Toledo Shore Line Railroad Co. v. United Transportation Union,* 396 U.S. 142 (1969). Defendants seek injunctive relief to prevent the plaintiff from contracting out or performing any signal work on its lines with outside contractors.

The court is faced with essentially three questions in this matter. First, is the instant controversy a "major" or "minor" dispute under the provisions of the Railway Labor Act? Second, does the court have jurisdiction to issue an injunction at this stage of the controversy? Finally, if so, should the court issue an injunction in this matter?

With regard to the first question, the starting point for this court is the classic definition of major and minor disputes set forth by the United States Supreme Court in *Elgin, Joliet, and Elgin Railway Co. v. Burley,* 325 U.S. 711, 723 (1945):

> The first [major disputes] relates to disputes over the formation of collective agreements or efforts to secure them. They arise where there is no such agreement or where it is sought to change the terms of one, and therefore the issue is not whether an existing agreement controls the controversy. They look to the acquisition of rights for the future, not to assertion of rights claimed to have vested in the past.
>
> The second class [minor disputes], however, contemplates the existence of a collective agreement already concluded or, at any rate, a situation in which no effort is made to bring about a formal change in terms or to create a new one. **The dispute relates either to the meaning or proper application or a particular provision with reference to a specific situation or to an omitted case.** In the latter event the claim is found upon some incident of the employment relation, or asserted one, independent of those covered by the collective agreement, e.g., claims on account of personal injuries. **In either case the claim is to rights accrued, not merely to have new ones created for the future.** (emphasis added.)

The court in *Westchester Lodge 2186 v. Railway Express Agency, Inc.,* 329 F.2d 748, 752 (2d Cir. 1964), explained the problem faced by this court in determining whether a controversy is a major or minor dispute:

> "Distinguishing between a minor dispute (interpretation and application of an existing agreement) and a major dispute (formation or alteration of an agreement) can sometimes be quite difficult, for there are areas in which the line seems rather indistinct. Agreements are oft-times changed as much by interpretation as by the substitution of new agreements. As Judge Waterman observed for this court in Rutland Railway Corp. v. Brotherhood of Locomotive Engineers, supra, "the difference, on the one hand, between the interpretation and the application of an existing agreement, and, on the other hand, a change in an original intended basis of agreement is often a question of degree." 307 F.2d at 33.

The importance in the distinction between major and minor disputes lies in the procedures prescribed by the Railway Labor Act for the resolution of these disputes. In *Ashley, Drew & Northern Railway Co. v. United Transportation Union,* 625 F.2d 1357, 1368 (8th Cir. 1980), the court explained the procedures that must be followed under the Railway Labor Act:

> The first step toward settlement of either kind of dispute is negotiation and conference between the parties. Thereafter, procedures for major and minor disputes diverge. In a major dispute, either party may invoke the conciliation process administered by the National Mediation Board. If mediation fails and if the parties do not agree to binding arbitration, then either party may resort to unilateral action unless the Mediation Board and the President of the United States decide the dispute should be made subject to the investigation of an emegency board. *See Brotherhood of Railroad Trainmen v. Jacksonville Terminal Co.,* 394 U.S. 369, 378, 89 S.Ct. 1109, 1115, 22 L.Ed.2d 344 (1969). In a major dispute,

completion of the negotiation and conference step permits either party to invoke the arbitration of the National Railroad Adjustment Board, whose decision is "final and binding" 45 U.S.C. § 153 (First) (m). *See Brotherhood of Railroad Trainmen v. Chicago River & Indiana Railroad, supra,* 353 U.S. at 33-34, 77 S.Ct. at 636-637.

Courts have generally held that a dispute is minor as long as the position of one of the parties is "arguably" justified by the terms of the collective bargaining agreement or, in somewhat different statement, if the contention that the agreement sanctions the disputed action is not "obviously insubstantial." In *Switchmen's Union of North America v. Southern Pacific Co.,* 398 F.2d 443 (9th Cir. 1968), the court stated:

> It is true, as the union points out, that a controversy, although couched in terms of a disagreement as to interpretation of a contract, may under some circumstances be regarded as a major dispute. This result may be reached if it can be said that the change being imposed by one side on the other is in nowise contemplated or arguably covered by the agreement. The provisions of the Railway Labor Act may not be avoided merely through the device of unilateral action which the actor purposefully intends shall not become a part of the agreement. The major-minor dispute dichotomy does not relate to artfully contrived formalistic demands or responses, but to matters of substance. United Industrial Workers of the Seafarers International Union v. Board of Trustees, 5 Cir., 351 F.2d 183, 188-189; Rutland Ry. Corp. v. Brotherhood of Locomotive Engineers, 2 Cir., 307 F.2d 21, 33-34.
>
> **But where the position of one or both of the parties is expressly and arguably predicated on the terms of the agreement, as illuminated by long-standing practices, the question of whether the position is well taken involves a minor dispute.** We think this is such a case. (emphasis added.)

See also St. Louis Southwestern Railway Co. v. United Transportation Union, _____ F.2d _____ (5th Cir., 5/29/81); *International Brotherhood of Electrical Workers v. Washington Terminal Co.,* 473 F.2d 1156 (D.C. Cir. 1972); *United Transportation Union v. Burlington Northern, Inc.,* 458 F.2d 354 (8th Cir. 1972); *International Brotherhood of Teamsters v. Braniff International Airways, Inc.,* 437 F.2d 1272 (5th Cir. 1971); *Airline Stewards Assn. v. Caribbean Atlantic Airlines, Inc.,* 412 F.2d 289 (1st Cir. 1969). Thus, a dispute is minor as long as a parties' position is "tenable," "not frivolous," or "arguably justified by the contract."

In accordance with the purposes of the Railway Labor Act of resolution of disputes through administrative rather than judicial channels, the court's scope of inquiry is quite narrow. It is not our function to construe or interpret the collective bargaining agreement and determine which of the positions of the parties is correct. Rather, the court simply acts as a "clearinghouse" by determining which administrative body should make the final classification. The court must only decide whether the disputed action by the plaintiff can be "arguably justified" by the existing collective bargaining agreement. *See Air Line Pilots Ass'n International v. Northwest Airlines, Inc.,* 444 F.Supp. 838, 840 (D. Minn. 1977); *Texas Pacific-Missouri Pacific Terminal Railroad v. Brotherhood of Railway and Steamship Clerks,* 232 F.Supp. 33, 36-37 (E.D. La. 1964). We believe that it can be.

As the findings of fact disclose, there has never been a prohibition in any of the collective bargaining agreements agreed to between the Cotton Belt and the BRS from contracting out signal work. The evidence also shows that the carrier has in the past utilized outside contractors where there was an insufficient supply of qualified signalmen available. We believe that under the circumstances of this case that the position of the plaintiff is arguably allowed by the existing collective bargaining agreement and the established practices of the parties. In *United Transportation Union, Local Lodge No. 31 v. St. Paul Union Depot Co.,* 434 F.2d 220 (4th Cir. 1970) (per curiam), the court discussed the phrase "established practice." They stated:

> We think that an "established practice" under the Act was intended to include only prior conduct of the parties which has attained the dignity of a relationship understood by the parties to at least impliedly serve as if part of the collective bargaining agreement. . . . An "established practice" under the Act should demonstrate not only a pattern of conduct but also some kind of mutual understanding, either expressed or implied. Thus, prior behavior by itself, although similar to the acts in disputes, falls short of an "established practice." Whether prior conduct establishes a working practice under the Act depends upon consideration of the facts and circumstances of the particular case. Among the factors one might reasonably consider would be the mutual intent of the parties, their knowledge of and acquiescence in the prior acts, along with evidence of whether there was joint participation in the prior course of conduct, all to be weighed with the facts and circumstances in the perspective of the present dispute.

The court does not believe that an extended discussion of all the facts and circumstances of this case are necessary because, as pointed out previously in this opinion, it is not the function of this court to decide the merits of this controversy. Rather the court simply must determine if the plaintiff's position is "arguably" allowed by the bargaining agreement as illuminated by the "established practices" of the parties to the agreement. We believe that it is and, therefore, find that a minor dispute is present under the facts of this case. *See Brotherhood of Locomotive Firemen and Enginemen v. N.Y., N.H., and H.R.R. Co.,* 296 F.Supp. 1044 (D. Conn. 1968) [held that when a party relies on custom or usage rather than on a specific provision in the agreement, the dispute is minor.]

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completion of the negotiation and conference step permits either party to invoke the arbitration of the National Railroad Adjustment Board, whose decision is "final and binding" 45 U.S.C. § 153 (First) (m). *See Brotherhood of Railroad Trainmen v. Chicago River & Indiana Railroad, supra,* 353 U.S. at 33-34, 77 S.Ct. at 636-637.

Courts have generally held that a dispute is minor as long as the position of one of the parties is "arguably" justified by the terms of the collective bargaining agreement or, in somewhat different statement, if the contention that the agreement sanctions the disputed action is not "obviously insubstantial." In *Switchmen's Union of North America v. Southern Pacific Co.,* 398 F.2d 443 (9th Cir. 1968), the court stated:

> It is true, as the union points out, that a controversy, although couched in terms of a disagreement as to interpretation of a contract, may under some circumstances be regarded as a major dispute. This result may be reached if it can be said that the change being imposed by one side on the other is in nowise contemplated or arguably covered by the agreement. The provisions of the Railway Labor Act may not be avoided merely through the device of unilateral action which the actor purposefully intends shall not become a part of the agreement. The major-minor dispute dichotomy does not relate to artfully contrived formalistic demands or responses, but to matters of substance. United Industrial Workers of the Seafarers International Union v. Board of Trustees, 5 Cir., 351 F.2d 183, 188-189; Rutland Ry. Corp. v. Brotherhood of Locomotive Engineers, 2 Cir., 307 F.2d 21, 33-34.
>
> **But where the position of one or both of the parties is expressly and arguably predicated on the terms of the agreement, as illuminated by long-standing practices, the question of whether the position is well taken involves a minor dispute.** We think this is such a case. (emphasis added.)

See also St. Louis Southwestern Railway Co. v. United Transportation Union, _____ F.2d _____ (5th Cir., 5/29/81); *International Brotherhood of Electrical Workers v. Washington Terminal Co.,* 473 F.2d 1156 (D.C. Cir. 1972); *United Transportation Union v. Burlington Northern, Inc.,* 458 F.2d 354 (8th Cir. 1972); *International Brotherhood of Teamsters v. Braniff International Airways, Inc.,* 437 F.2d 1272 (5th Cir. 1971); *Airline Stewards Assn. v. Caribbean Atlantic Airlines, Inc.,* 412 F.2d 289 (1st Cir. 1969). Thus, a dispute is minor as long as a parties' position is "tenable," "not frivolous," or "arguably justified by the contract."

In accordance with the purposes of the Railway Labor Act of resolution of disputes through administrative rather than judicial channels, the court's scope of inquiry is quite narrow. It is not our function to construe or interpret the collective bargaining agreement and determine which of the positions of the parties is correct. Rather, the court simply acts as a "clearinghouse" by determining which administrative body should make the final classification. The court must only decide whether the disputed action by the plaintiff can be "arguably justified" by the existing collective bargaining agreement. *See Air Line Pilots Ass'n International v. Northwest Airlines, Inc.,* 444 F.Supp. 838, 840 (D. Minn. 1977); *Texas Pacific-Missouri Pacific Terminal Railroad v. Brotherhood of Railway and Steamship Clerks,* 232 F.Supp. 33, 36-37 (E.D. La. 1964). We believe that it can be.

As the findings of fact disclose, there has never been a prohibition in any of the collective bargaining agreements agreed to between the Cotton Belt and the BRS from contracting out signal work. The evidence also shows that the carrier has in the past utilized outside contractors where there was an insufficient supply of qualified signalmen available. We believe that under the circumstances of this case that the position of the plaintiff is arguably allowed by the existing collective bargaining agreement and the established practices of the parties. In *United Transportation Union, Local Lodge No. 31 v. St. Paul Union Depot Co.,* 434 F.2d 220 (4th Cir. 1970) (per curiam), the court discussed the phrase "established practice." They stated:

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The court does not believe that an extended discussion of all the facts and circumstances of this case are necessary because, as pointed out previously in this opinion, it is not the function of this court to decide the merits of this controversy. Rather the court simply must determine if the plaintiff's position is "arguably" allowed by the bargaining agreement as illuminated by the "established practices" of the parties to the agreement. We believe that it is and, therefore, find that a minor dispute is present under the facts of this case. *See Brotherhood of Locomotive Firemen and Enginemen v. N.Y., N.H., and H.R.R. Co.,* 296 F.Supp. 1044 (D. Conn. 1968) [held that when a party relies on custom or usage rather than on a specific provision in the agreement, the dispute is minor.]

Furthermore, we find that the defendants' reliance upon *Detroit & Toledo Shore Line Railroad Co. v. United Transportation Union, surpa,* is inapposite here. In *Shore Line,* for many years prior to 1961, railroad crews had reported for work and gone off duty at Lang Yard. If work had to be performed north of the Lang Yard, the railroad assumed the costs of the transportation to such outlying work and paid their wages from Lang Yard. Thus, as of February 21, 1961, the employees had the unwritten established right, as part of the status quo, to go on and off duty at Lang Yard, and be paid wages while deadheading north and returning to Lang Yard. On February 21, 1961, the railroad advised the union that it was establishing "outlying work assignments" at Trenton, Michigan, 35 miles north of Lang Yard.

The union responded with a Section 6 notice seeking to change the contract by prohibiting the carrier from moving an on-off duty point without negotiation. While the notice was pending, the carrier moved the on-off point to Trenton and the court issued an injunction restraining the carrier

from making the change. It is essential to note that in *Shore Line* the carrier did not rely on a permissive provision in any contract, or analogous past practices, but relied solely upon the absence of any contractual provision prohibiting the change. The Supreme Court affirmed the injunction, ruling that the status quo included working conditions not expressed in writing, and rejected the carrier's argument that it could make the change because nothing in the contract prohibited the change. Thus, the carrier in *Shore Line* was admittedly changing a working condition and did not rely (as does Cotton Belt herein) on any written contract, rule or past practices which arguably allowed it to change the on-off duty point. *Shore Line* thus was clearly a major dispute case because there was no written rules, contract or past practices arguably allowing the carrier to take the action it took. In fact, the past practices in *Shore Line* were totally inconsistent with the carrier's action in moving the on-off duty point.

The facts of *Shore Line* are far different from those of the case at hand. Here, the BRS claims that contracting violates the unwritten status quo. However, the argument must fail because the BRS cites no evidence to establish that the status quo, prior to July 3, 1981, included the right of the BRS to prohibit the Cotton Belt from contracting out work when it did not have sufficient signalmen of its own to perform the work. In fact, from 1940 to 1945, the Cotton Belt did contract out work. Since 1946, some limited contract work has occurred. Thus, the status quo arguably includes the right to contract. Because the BRS has never previously prevented the Cotton Belt from contracting when necessary to do so, the employees have not established a right to prohibit contracting. This is far different from *Shore Line* where for many years the employees had established the right to go on duty at Lang Yard and be transported free, while being paid, to points north like Trenton Yard.

In addition, we do no believe that the counterproposals served by the Cotton Belt in response to the union's January 2, 1981, Section 6 notice changes this dispute over contracting out into a major dispute. Nor do we believe that the carrier's counterproposals served in 1963 regarding contracting out preclude a finding that a minor dispute is present here. As disclosed by the findings of fact, the Cotton Belt's counterproposals were simply efforts to obtain specific language codifying its claimed right to contract out work. The counterproposals do not establish that the status quo existing as of July 3, 1981, included a specific prohibition against contracting out.

It is well established that where courts have found that a minor dispute is present, the mere service of a Section 6 notice does not create a major dispute nor does it prevent the carrier from proceeding under its own unilateral interpretation of the agreement or past practices. *United Transportation Union Local Lodge No. 31 v. St. Paul Union Depot, supra; Baker v. United Transportation Union,* 455 F.2d 149 (3rd Cir. 1971); *Rutland Railway Corp. v. Brotherhood of Locomotive Engineers,* 307 F.2d 21 (2nd Cir. 1962), *cert. denied,* 372 U.S. 954 (1963); *Hilbert v. Pennsylvania Railroad Company,* 290 F.2d 881 (7th Cir. 1961), *cert. denied,* 368 U.S. 900 (1961). Moreover, simply because a carrier originally treats a dispute as major dispute does not preclude a later judicial finding that the dispute is a minor one. *See St. Louis Southwestern Railway Co. v. United Transportation Union, supra; Delaware & Hudson Railway v. United Transportation Union,* 461 F.2d 671 (2d Cir. 1972).

In the instant case, the collective bargaining agreement and past practices arguably allow contracting out or are at least reasonably susceptible to the plaintiff's contention. Accordingly, the court finds that this is a minor dispute and the service of the counterproposals to the union's Section 6 notice does not change the dispute into a major one.

Having determined that the dispute in this case is minor, the court must now consider whether it has the authority to issue an injunction under the circumstances of this case. Neither party to this action has sought to submit this matter to the Railroad Adjustment Board. Therefore, the question arises whether this court has the authority to issue an injunction where the dispute has not been submitted to the Railroad Adjustment Board. In *Itasca Lodge 2029 v. Railway Express Agency, Inc.,* 391 F.2d 657, 665-66 (8th Cir. 1968), the court discussed this issue in detail:

> However, does the Norris-LaGuardia Act, 29 U.S.C. Sec's. 101-115 preclude the jurisdiction of the District Court to issue an injunction in a "minor dispute" before the matter is submitted to the Railroad Adjustment Board? In Rutland, supra, 307 F.2d at p. 32, f.n. 7 Judge Waterman noted that there is some doubt as to whether a federal court had such power. The doubt stems from the decision of the Supreme Court in Manion v. Kansas City Terminal Railway Co., 353 U.S. 927, 77 S.Ct. 706, 1 L.Ed.2d 722 (1957), which in a per curiam opinion vacated a judgment of the Kansas City Court of Appeals that had affirmed a State circuit court's issuance of an injunction to prevent the union from striking over disputed time claims. The Kansas City Court of Appeals found the disputes to be "minor" in nature, and upheld the injunction on general equity principles. The Supreme Court remanded for proceedings not inconsistent with the Court's decision in Brotherhood of Railroad Trainmen v. Chicago River & Indiana Railroad Co., 353 U.S. 30, 77 S.Ct. 635, 1 L.Ed.2d 622 (1957) and " * * * without prejudice to the power of the Court of Appeals to reinstate its judgment if the dispute is submitted to the Adjustment Board by either party within a reasonable time."
>
> In *Chicago River,* supra, the stated issue was "* * * whether a railway labor organization can resort to a strike over matters pending before the Adjustment Board." 353 U.S. at 31, 77 S.Ct. at 636. The Supreme Court found that the Norris-LaGuardia Act and the Railway Labor Act must be accommodated, but that the specific provisions of the Railway Labor Act take precedence over the more general provisions of the Norris-LaGuardia Act. 353 U.S. at 40-42, 77 S.Ct. 635. The Norris-LaGuardia Act was held not to be a bar to an injunction issued to prevent a strike which would defeat the jurisdiction of the Adjustment Board, a Board expressly created by Congress to provide for compulsory arbitration of "minor disputes".
>
> Some courts have read the *Manion* and *Chicago River* cases as standing for the proposition that if a "minor dispute" is not actually pending before the Adjustment Board, then no injuction can be issued pertaining to that dispute. E.g., Butte, Anaconda & Pacific Railway Company v. Brotherhood of Locomotive Firemen and Enginemen, 268 F.2d 54 (9 Cir. 1959) at p. 60, f.n. 10. (*Butte,* however, was concerned with a "major dispute"); See *Rutland,* supra, f.n. 7, p. 32 of 307 F.2d **We believe such a reading is too restrictive in that it would, in given situations, render the courts powerless to give effect to purposes of the Railway Labor Act.** (emphasis added.)

We agree with the above conclusion reached in *Itasca*. We do not believe that the failure of the parties to submit the matter to the Railroad Adjustment Board prevents this court from providing injunctive relief in this matter. *Accord, Piedmont Aviation, Inc. v. Air Line Pilots Ass'n, International,* 416 F.2d 633 (4th Cir. 1969); *Westchester Lodge 2186 v. Railway Express Agency, Inc., supra; Long Island Railroad Co. v. Brotherhood of Locomotive Engineers,* 290 F.Supp. 100 (E.D.N.Y. 1968); *Pennsylvania Railroad Co. v. Transport Workers Union of America,* 265 F.Supp. 685 (E.D. Penn. 1967); *Texas Pacific-Missouri Pacific Terminal Railroad v. Brotherhood of Railway and Steamship Clerks, supra.* However, if we should decide to provide injunctive relief in this matter, we shall require the parties to take the appropriate steps to submit this dispute to the Railroad Adjustment Board within thirty days in order to decide this controversy as quickly as possible. *See Itasca Lodge 2029 v. Railway Express Agency, Inc., supra; Piedmont Aviation, Inc. v. Air Line Pilots Ass'n, International, supra; Long Island Rail Road Co. v. Brotherhood of Locomotive Engineers, supra.*

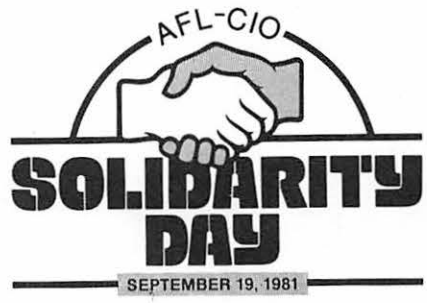
Finally the court must determine if a preliminary injunction should issue. In order for the court to grant an injunction, a party must show a substantial likelihood of success on the merits; irreparable harm absent issuance of the injunction; proof that the threatened injury outweighs whatever damage the proposed injunction may cause the opposing party; and that the issuance of an injunction would not be adverse to the public interest. *Lundgrin v. Claytor,* 619 F.2d 54, 63 (10th Cir. 1980).

The probability of success is interrelated with the major-minor dispute discussion. Since the court has determined that this controversy is a minor dispute, then the defendant has failed to sufficiently show that an injunction should be entered on their behalf to prevent the plaintiff's use of Serrmi Corporation. The court has held that this is a minor dispute because the collective bargaining agreement arguably justifies the carrier's position. Therefore, the court finds that the railroad has made a sufficient showing of success on the merits.

Further inquiry must focus on the equitable considerations which form the remaining requirements for the issuance of an injuction. The findings of fact clearly disclose that a strike would have serious effects on the plaintiff's business. Without a doubt, the court concludes that the plaintiff would be subjected to irreparable harm. Furthermore, we believe the threatened injury to the plaintiff clearly outweighs whatever damage the proposed injunction would cause the opposing party. The record is clear that none of the jobs of the signalmen are endangered by the use of Serrmi Corporation. In fact, the railroad continues to need additional signalmen in spite of their use of an outside contractor. In addition, the court finds that the issuance of an injunction in the plaintiff's favor would not be adverse to the public interest but rather would be to its benefit. An injunction preventing the union from striking would allow the railroad to proceed with its servicing of the public.

The court believes that the railroad made substantial and reasonable efforts to obtain signalmen before they hired Serrmi Corporation. We find that the railroad's position is arguably justified by the collective bargaining agreement and that the equities in this case clearly weigh in their favor. Therefore, the court shall grant plaintiff's motion for a preliminary injunction and deny defendant's similar motion.

IT IS THEREFORE ORDERED that plaintiff's motion for a preliminary injunction be and is hereby granted. However, the court shall require the parties to take the appropriate steps to submit this dispute to the



Railroad Adjustment Board within thirty days of the date of this order. If this matter is not submitted to the Board within thirty days, the court shall dissolve the injunction. The security bond posted by the plaintiff for the temporary restraining order shall be continued.

IT IS FURTHER ORDERED that defendants' motion for a preliminary injunction be and is hereby denied.

IT IS FURTHER ORDERED that the defendants and all persons in active concert and participation with them, and all persons acting by, with, through or under them or by their order, be and they are hereby enjoined until further order of this court from:

(1) threatening, calling, instigating, authorizing, encouraging, participating in, approving or continuing a strike or work stoppage against the plaintiff and all acts in furtherance or in support thereof because of a dispute over the use of an outside contractor to perform work involved with the rehabilitation and modernization of plaintiff's railroad signal system;

(2) picketing or bannering the premises on which plaintiffs conduct their operations, including the entrances and any other places where said premises are situated, from interfering with ingress to or egress from said premises, including the delivery, unloading, loading, dispatch and movement of plaintiff's rolling stock and equipment and the contents thereof, or from loitering or congregating at or near any approaches thereto, and upon any public street or highway leading to or from any place which employees of plaintiff or those having business with the plaintiff desire to enter to leave enroute to or from said premises because of a dispute over the use of an outside contractor to perform work involved with the rehabilitation and modernization of plaintiff's railroad signal system;

(3) slowing down or interfering with in anyway or manner the orderly and prompt continuance of work in plaintiff's operations because of a dispute over the use of an outside contractor to perform work involved with the rehabilitation and modernization of plaintiff's railroad signal system; and

(4) in any way carrying out or effectuating or conspiring to carry out or effectuate the activities enjoined in subdivisions (1), (2), and (3) hereof.

IT IS FURTHER ORDERED that said defendants and each of them take all steps within their power to terminate, avert and prevent the strike and the continuance of the strike.

IT IS SO ORDERED

Dated this 23rd day of July, 1981, at Topeka, Kansas.

Richard D. Rogers /s/
U.S. District Judge

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The new ConRail class and craft agreement was described by Bernard E. Britcher, general chairman. The new agreement was signed June 16, 1981.

Labor newspaper and its impact on the lives of signalmen and how it delivers the current Washington news to them was described by Richard C. Howard, secretary-treasurer.

Present status of the railroad retirement system funding and what can be expected in the future as well as a brief description of the benefits were given to members at the Pittsburgh regional meeting by Tony C. Johnson, assistant to labor member, Railroad Retirement Board.

An accident report that an injured signalman must fill out is a vital document and care must be taken in answering its questions. Norris Tingle, attorney with the firm of Arnold, Beauchemin & Tingle describes some of the answers that could be used in filling out accident reports.

Signalmen must abide by the Hours of Service Act which is administered by the Federal Railroad Administration. Robert Ketenheim, district chief for FRA at Pittsburgh, PA, discussed the application of this Act to signalmen.

The importance of making the signal RS&I tests was stressed by Bert Failor, FRA's signal & train control inspector at Pittsburgh.

A new prescription eyewear program will be available from the Brotherhood of Railroad Signalmen insurance trust group. The new program was described by C. B. Matusiak, vice president, sales, Association Consultants, Inc.

A brief rundown on the benefits and usage of the supplemental sickness insurance program was described by Bill Dent, assistant vice-president claims, Provident Life & Accident Insurance.

Health and major medical benefits of the Travelers insurance program for signalmen were described by Joseph Kinder, assistant director railroad group, Travelers Insurance.

Pittsburgh area signalmen gathered during a break in the regional meeting. Shown here with Witt B. Harwell, Jr. (left) BofRS vice-president, are (from the left); Edward J. Bickar, local president and local chairman, Pittsburgh & Lake Erie Local 150; Marty F. Kukol of Local 150; Ray Hajduk of Local 150; K. J. Koronowski of Local 150; Mrs. Kay Polliard; E. L. Polliard of Union Railroad Local 193; and Edward Britt, Jr., financial secretary of Monongahela Local 44.

Conrail signalmen took a break during the meeting and renewed friendships. From the left are: C. M. Miller, member of Susquehanna Lodge 37; Glenn E. Molusky, recording & financial secretary and local chairman of Local 37, G. I. Loutzenhiser, local chairman, Mahoning Lodge 117, and Daniel J. Auchter, local president of Local 117.

Pittsburgh & Lake Erie signalman Ray Hajduk, Local Lodge 150, listens to his general chairman, Jack R. McDonald (left) explain a matter.

filed within three years from the date of the accident.

Norris Tingle, of Arnold, Beauchemin & Tingle, stressed the importance of the accident report, and noted the cautions that should be used in filling it out by the injured employees. If a injured person has any doubts about questions on the accident report he should get in touch with his local chairman, or an FELA attorney or both.

Arnold Elkind of Elkind & Lampson pointed out that damages should cover not only an injured person's medical expenses, including hospital charges, but he should be compensated for pain and suffering as well as loss of any wages.

Paul Moses, of Evans, Ivory & Evans, emphasized the role of the local chairman, how he should work with his members and can be a liaison between the injured man and the FELA attorney.

Robert Ketenheim, district chief, Federal Railroad Administation at Pittsburgh, discussed application of the Hours of Service to signalmen. In discussing emergencies he noted FRA does not consider a false restrictive signal an emergency. He also mentioned that there is a criminal penalty attached to falsifying records concerning hours of service. A fine could be levied up to as much as $5,000.

Signalmen who make signal and train control tests should sign the report if they make the test. If they can't make the test they should get help from their inspectors or supervisors, and certainly indicate on the report forms any tests they did not have time to make. These comments by Bert Failor, signal and train control inspector emphasized again the importance of the man making the test signing the report.

Bernard E. Britcher, general chairman, United General Committee and general chairman of ConRail, reported on the recent ConRail agreement, which would be signed June 16, 1981. Brother Britcher mentioned that it is a complex agreement. To indicate the magnitude of the chore to bring it about, he mentioned that there were initially approximately 200 job titles and these had been condensed into 11. He mentioned that regional meetings would be held throughout the ConRail territory with local chairmen and supervisors. Also separate meetings would be held with all members in the area to explain the new agreement and its application.

Some 13% of Brotherhood members are now enrolled in one of the several Brotherhood of Railroad Signalmen insurance trust group plans, which cover life, accidental death and dismemberment, and cancer care programs. C. B. Matusiak, vice president, sales of ACI, Inc. which administers these insurance plans, also reported on a new eyewear prescription program that will shortly be available to members.

A brief description of the AEtna dental program was presented to members at the Pittsburgh meeting by Miss Jackie Jackson, claims representative, in the Pittsburgh office.

A review of the benefits and how to apply for the Provident Supplemental Sickness insurance was given by Bill Dent, assistant vice-president of

claims, Provident Life & Accident Insurance Co.

A review of the key points in the Travelers health & major medical insurance program was presented by Joseph Kinder, assistant director railroad group of Travelers Insurance.

In reporting on the activities of the railroad retirement system, Tony C. Johnson, assistant to labor member, said that the Reagan administration cuts in fiscal 1981 and fiscal year 1982 may require the Railroad Retirement Board to cut some of the part-time field service for railroad people. Such cuts may also require that members may have to write to the Board, receive applications in the mail, and return them by mail to the Board where they will be processed.

There is a need for political activity by the Brotherhood of Railroad Signalmen and it does so through voluntary funding by members to the Signalmen's Political League. John E. Hansen, BofRS national legislative representative and vice-president in Washington, spoke of the need for being able to make monetary contributions to Congressmen for use in their campaigns for election.

Brother Hansen stressed the current theme of the signalmen is asking members to volunteer to have $1.00 per month deducted from their wages, to be donated to the Signalmen's Political League. On the majority of railroads in the U.S. the Brotherhood has such deduction agreements.

President R. Thomas Bates, in reporting to members on the activities on a national level, said that this is one of the most critical times for negotiating a national contract. He pointed out that one of the problems was the railroad retirement system funding, which now has approximately 1 million retired members receiving benefits while approximately 500,000 active members are paying into the system. He noted that in 1968 the railroads generally had the opinion that people should retire at age 65. However, in 1974 the carriers stressed early retirement, and it was due to the great numbers of railroad men who retired at age 60 with 30 years of service, which has brought about the funding problems for the railroad retirement system. Many more people took advantage of the early retirement than had been anticipated. Bates pointed out that now the Reagan administration would like to advance the retirement age to 67 or greater. These inconsistencies of policy are just one of the many factors causing problems in funding of retirement systems.

Bates also stressed the need for members to write their Congressmen to ask them to vote for funds for Amtrak, ConRail and improved funding for the railroad retirement system.

Following the meeting a social hour and luncheon was hosted by the law firms of Arnold, Beauchemin & Tingle; Elkind & Lampson; Evans, Ivory & Evans and Gaines & Stern.

Two ConRail signalmen of Unity Lodge 2 take a break during the meeting. They are Richard Shipley (left) and John Dunlap.

Norfolk & Western signalmen get together at the Pittsburgh regional meeting. Brian R. Pierce (left), local chairman of King Lodge 201, chats with V. Joseph Sartini, general chairman.

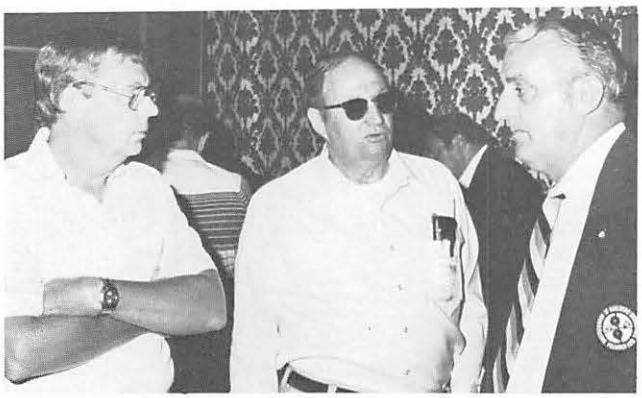
Chatting during a break are Witt B. Harwell, Jr. (left) vice-president, BofRS and Edward Britt, Jr., financial secretary of Local Lodge 44, Monongahela.

During a break Charles E. Potter (left) a member of Monumental City Lodge 31, talks to Jack R. McDonald, general chairman, B&O.

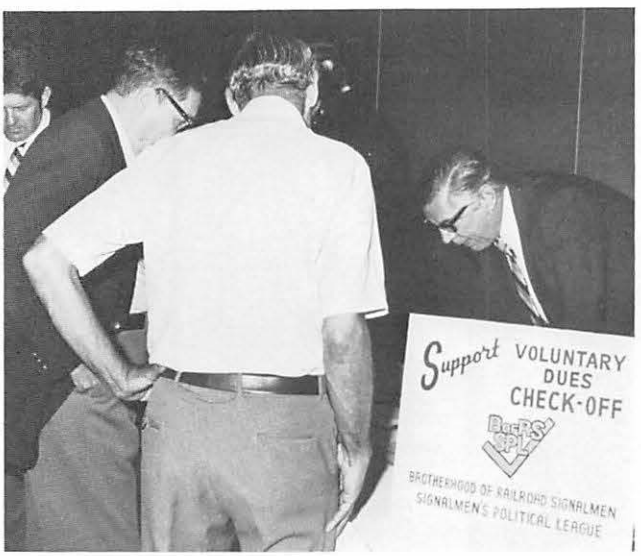
Grand Trunk Western local chairmen have a chance to talk during a break at the Pittsburgh regional meeting. At left is Robert C. Buck, local chairman, Durand Lodge 14, and vice general chairman of the Northeast general committee. With him is Dennis Neff, local chairman of Local 14.

Smiling at the camera is George B. Kabroth (left) local chairman, Conestoga Lodge 106, Amtrak. Interested is Richard C. Howard, secretary-treasurer, Labor newspaper.

Trenton Lodge 102 members talk to W. D. Best (center) secretary-treasurer, BofRS. At left is Gerald R. Jones, financial secretary; at right is J. K. York, local chairman.



ConRail signalmen have a chance to chat with R. Thomas Bates (right) BofRS president. E. L. Fick (at the left) is from Steadfast Lodge 35 and T. Sablotny is local chairman of Akron Lodge 109.



Members checking in at the Pittsburgh regional meeting were asked to donate to the Signalmen's Political League. Forms were also available for them to fill out and give to their general chairmen for a voluntary SPL check off by the railroad company.

Trenton Lodge 102 members get the attention of John E. Hansen, (right) vice-president, BofRS. From the left are: J. K. York, local chairman, George W. Taylor, local chairman and Gerald R. Jones, financial secretary.

Members of Pitt Lodge 112 ConRail were caught by the TSJ camera. From the left are W. S. McGinnis, E. E. Griffin, W. D. Flohr, and Floyd F. Guy, local chairman and vice general chairman of the United General Committee.

Buffalo and Rochester, NY get together at the Pittsburgh regional meeting. Richard J. Szprygada (left) assistant general chairman of United General Committee is a member of Buffalo Lodge 36. Robert E. Lemmey (center) is local chairman of Rochester Lodge 93, and interested in the conversation is Jack D. Bean, also of Local 93.

Making a point is Clifford P. Tillotson (left) member of Mahoning Lodge 117. Listening are Harvey H. Parker (center) general chairman, Northeast general committee, and John E. Hansen, vice-president of the BofRS.

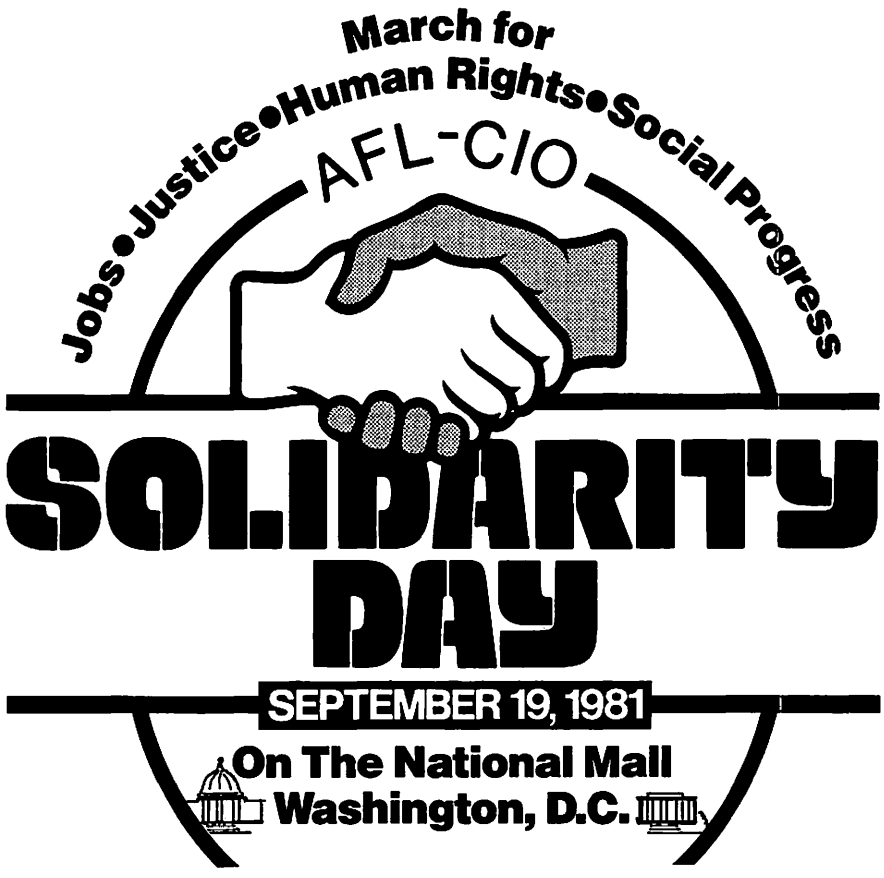
During a coffee break ConRail signalmen get a chance to talk to W. D. Best (right) secretary-treasurer of BofRS. At the left is J. W. Adams, local chairman of Blairsville Lodge 42. Also joining in is E. A. Dischinger, member of Unity Lodge 2.

Enjoying his conversation with Mountain City Lodge 1 members is W. D. Best (left) secretary-treasurer of BofRS. Merle L. Hoover (center) is local pesident, and John D. Grainey is a member.

ConRail signalmen of Unity Lodge 2 talk to R. T. Bates (right) BofRS president. Roland E. McKenzie (left) is local chairman, and E. M. Gearin is a member.

Upstate New Yorkers have a chance to talk at the Pittsburgh regional meeting. Robert G. Sanderl (left) is local chairman of UTK Lodge 86 at Utica, NY and Richard J. Szprygada, assistant general chairman of United General Committee is from Cheektowaga, NY.

Chessie system general chairmen discuss their mutual interests. At left is Jack R. McDonald, general chairman, Baltimore & Ohio, listening to Harvey H. Parker, general chairman, Chesapeake & Ohio.



Together... a great chorus against injustice

ADD YOUR VOICE

Solidarity Day—Sept. 19, 1981—Washington, D.C.

10 a.m. to 5 p.m. on the Mall

DEMONSTRATE ***against*** **cuts in needed programs**
for **jobs and justice**

Jobs • Justice • Human Rights • Social Progress • Justice • Human Rights • Social Progress • Jobs • Human Rights • Social Progress • Jobs • Justice • Social Progress • Jobs • Justice • Human Rights •

Signalmen active in Solidarity Day

Brotherhood of Railroad Signalmen will be active in AFL-CIO's Solidarity Day rally on the Mall in Washington, DC on September 19, 1981. Brother M. B. Frye, vice president at headquarters, has been designated by President Tom Bates to be the BofRS coordinator. Signalmen will join with other trade unionists to demonstrate on Saturday, to protest Reagan Administration policies that are against working people.

"The purpose of the demonstration is twofold: (1) to protest against the direction our government is taking in under-cutting worker protections like OSHA and unemployment compensation and slashing financing of ConRail, Amtrak and other key people-helping programs, and (2) in a positive sense to express trade unionism's long-standing commitment to jobs and justice for all Americans," said Fred J. Kroll, chairman, Railway Labor Executives' Association.

Why are union members marching on Sept. 19 in Washington? Different workers have different stakes in different programs, but with unemployment above 7% and many railroad workers furloughed, and the government threatening cutbacks in worker protections of virtually every kind, none of the American workers is doing very well. So on Sept. 19, workers are going to tell Congress and the world about their plight.

Lane Kirkland, AFL-CIO president gives a summary of the situation.

"Solidarity Day will show those who have written off the labor movement that we have lost none of our driving force."

He said labor must resist "with all our strength and resolution the effort that is under way to bring back the days when our nation was a two-class society — with great wealth and privilege on one side, supported by all the largesse and solicitude of government, and insecurity, privation and neglect on the other."

A first priority, he said, is "to make sure that America's working people understand the issues in the most real and human terms" and are not fooled "by right-wing economic fakers."

It is workers whose lives and health are threatened by crippling of OSHA and the dismantling of protective regulations, Kirkland reminded the delegates to the Communications Workers of America convention in Boston.

It is workers "whose children's schools will deteriorate" and whose neighborhoods will lose police and fire protection "because of the strangulation of federal aid to the states and cities and the destruction of federal job programs."

And retired and disabled workers "are the targets of the efforts to put the social security system on the budgetary chopping block."

The Reagan Administration is seeking to dismantle "the social programs that hold together the relatively humane society that the labor movement has helped to build in the last half-century," Kirkland warned.

Kirkland challenged the Administration's philosophy of "getting government off our backs" and spoke of his own recollection of growing up in the depression-era South where "the only Social Security system was the county poorhouse" and to be black "meant constant humiliation, segregated schools or no school at all, no hope for a decent job and no hope for a decent future for your child."

And "in cotton mills and steel mills, clubs and guns were the tools of labor relations, backed up by the police and the National Guard."

It wasn't until "government got on our backs" that conditions improved, he stressed.

"In a just society, it is the business of government to look after the interests of the poor and the weak," Kirkland insisted. "The rich and the powerful can and do look after themselves."

SOLIDARITY DAY

SEPTEMBER 19, 1981

Fact Sheet and Tentative Schedule

WHO? All American trade unionists, including those not currently affiliated with the AFL-CIO. Invitations have also gone from AFL-CIO President Lane Kirkland to major groups which in the Spring 1981 joined the Budget Coalition. The NAACP, for example, sent an immediate YES from its convention, which was in session when Kirkland sent the Solidarity Day Sept. 19 invitation. Nearly 200 groups joined the Budget Coalition and many are joining in Solidarity Day.

WHAT? A demonstration, only in Washington, D.C., and only for one day. Basically the recruiting, transportation and logistics are being handled by the international unions or Budget Coalition groups taking part. Each of those groups has named one person as coordinator to assist its own members. The AFL-CIO has a Solidarity Day Sept. 19 office (202) 637-5380 which can provide the names of those coordinators. Thus individuals, local unions, chapters or local bodies of any type should voice their interest first to the national organization to which they belong. There's a similar list of area coordinators by state and area who will act as liaison for details among the various unions and groups.

WHERE? Marchers will gather first on the West Slope of the Washington Monument for entertainment, picnics, and introductions of celebrities and VIPs. Preliminary plans call for marching by organization up Constitution Ave. past the National Archives and Departments of Labor and Justice to the West Front of the Capitol. Once at the Capitol, there will be entertainment and addresses by prominent leaders.

WHEN? Sept. 19, 1981, beginning with a 10 a.m. for the assembling on the Mall. At about noon, the march begins to the Capitol. There's a firm windup time of 5 p.m. so it can be a one day Saturday outing for as many people as possible —primarily those from the Eastern and Middle Atlantic states.

WHY? Basically, it's a chance for an expression of opinion by all those Americans who believe there is a role for government in their daily lives—especially a government which says it's of the people, by the people and for the people. They'll be marching for jobs, justice, human rights and social equity—but they'll also be saying that if social security is going to be cut, occupational safety laws abandoned or minimum wage and Davis-Bacon undercut, then the public officials who support all that should have said so when they were candidates in the Fall of 1980.

Method of Train Operation January 1, 1981

Railroad	Traffic Control Road Miles	Traffic Control Track Miles	Automatic Block Road Miles	Automatic Block Track Miles	Nonautomatic Block Road Miles	Nonautomatic Block Track Miles	Total Block Signals Road Miles	Total Block Signals Track Miles	Timetable Train Orders Road Miles	Timetable Train Orders Track Miles	Track Miles Operated Total
Akron, Canton & Youngstown	-	-	-	-	-	-	-	-	162	162	162
Alton & Southern	-	-	2	2	32	32	34	34	-	-	34
Angelina & Noches River	-	-	-	-	-	-	-	-	12	12	12
Ann Arbor	15	15	4	8	-	-	19	23	278	278	301
Apalochicola Northern	-	-	-	-	-	-	-	-	96	96	96
Arkansas & Memphis Ry Bridge & Terminal	3	6	-	-	-	-	3	6	-	-	6
Aroostook Valley Railroad	-	-	-	-	24	24	24	24	-	-	24
Atchison, Topeka and Santa Fe	3267	4181	2159	2871	-	-	5426	7052	6323	6329	13,381
Atlanta & Saint Andrews Bay	-	-	-	-	-	-	-	-	89	89	89
Atlanta & West Point	-	-	81	92	-	-	81	92	-	-	92
Baltimore and Ohio	1075	1395	1423	2017	532	543	3030	3955	2108	2146	6101
Baltimore & Ohio Chicago Terminal	1	1	37	75	-	-	38	76	31	42	118
Bangor & Aroostook	22	24	29	29	-	-	51	53	457	461	514
Belfast & Moosehead Lake R.R.	-	-	-	-	-	-	-	-	33	33	33
Belt Ry Co. of Chicago	-	-	16	28	11	25	27	53	-	-	53
Bessemer & Lake Erie	133	177	-	-	-	-	133	177	54	54	231
Birmingham Southern	-	-	-	-	42	48	42	48	-	-	48
Boston & Maine	398	471	218	363	-	-	616	834	584	601	1435
Burlington Northern	6258	6924	4023	5061	-	-	10281	11985	14646	15727	27712
Butte, Anaconda & Pacific	-	-	9	9	-	-	9	9	25	25	34
Camas Prairie	-	-	-	-	-	-	-	-	257	257	257
Canadian National	1	2	-	-	-	-	1	2	-	-	2
Canadian Pacific	2	2	256	256	56	56	314	314	312	312	626
Central of Vermont	-	-	21	21	-	-	21	21	303	303	324
Chesapeake and Ohio	1810	2330	439	591	765	765	3014	3646	908	913	4559
Chicago & Illinois Midland	-	-	-	-	-	-	-	-	96	96	96
Chicago, Milwaukee, St. Paul & Pacific	693	821	811	1191	-	-	1504	2012	1540	1540	3552
Chicago & North Western	209	297	1334	1609	-	-	1543	1906	5578	5892	7798
Chicago, South Shore & South Bend	-	-	70	84	-	-	70	84	1	1	85
Chicago Union Station	13	13	1	1	14	14	28	28	-	-	28
Chicago & Western Indiana	9	22	15	30	14	26	38	78	-	-	78
Clinchfield	271	271	-	-	-	-	271	271	48	48	319
Conemaugh & Blacklick	-	-	-	-	1	1	1	1	-	-	1
Consolidated Rail	4203	6419	3190	6439	6233	6535	13626	19393	-	-	19393
Colorado & Southern	5	5	40	40	-	-	45	45	426	478	523
Columbia Newberry & Lawrens	-	-	-	-	-	-	-	-	75	75	75
Delaware & Hudson	349	406	37	40	-	-	386	446	316	341	787
Delray Connecting	-	-	-	-	1	1	1	1	-	-	1
Denver & Rio Grande Western	904	966	76	76	-	-	980	1042	526	526	1568
Denver Union Terminal	6	6	-	-	-	-	6	6	-	-	6

Railroad	Traffic Control Road Miles	Traffic Control Track Miles	Automatic Block Road Miles	Automatic Block Track Miles	Nonautomatic Block Road Miles	Nonautomatic Block Track Miles	Total Block Signals Road Miles	Total Block Signals Track Miles	Timetable Train Orders Road Miles	Timetable Train Orders Track Miles	Track Miles Operated Total
Detroit & Mackinac	-	-	-	-	-	-	-	-	380	380	380
Detroit, Toledo & Ironton	27	27	-	-	2	2	29	29	306	315	344
Detroit, Toledo Shore Line	40	40	3	3	7	7	50	50	-	-	50
Duluth, Missabe & Iron Range	72	88	48	57	20	20	140	165	189	189	354
Duluth, Winnipeg & Pacific	9	9	2	2	1	1	12	12	153	201	213
Durham & Southern	-	-	-	-	-	-	-	-	56	56	56
Elgin, Joliet & Eastern	12	15	134	191	-	-	146	206	101	101	307
Florida East Coast	316	476	8	16	-	-	324	492	146	146	638
Fort Worth & Denver	122	123	319	323	-	-	441	446	518	519	965
Gainsville Midland	-	-	-	-	-	-	-	-	40	40	40
Galveston, Houston & Henderson	-	-	-	-	-	-	-	-	39	39	39
Georgia	-	-	160	163	-	-	160	163	146	151	314
Grand Trunk Western	132	145	264	522	-	-	396	667	530	536	1203
Great Western	-	-	-	-	-	-	-	-	52	71	71
Green Bay Western	-	-	2	2	-	-	2	2	262	262	264
Greenwich & Johnsonville Ry.	-	-	-	-	-	-	-	-	7	7	7
Houston Belt Terminal	9	12	18	23	21	21	48	56	-	-	56
Illinois Central Gulf	873	969	1957	2711	9	9	2839	3689	5569	5592	9281
Illinois Terminal	-	-	-	-	2	2	2	2	180	447	449
Indiana Harbor Belt	13	36	17	33	-	-	30	69	-	-	69
Kansas City Southern	565	569	6	6	-	-	571	575	210	210	785
Kansas City Terminal	-	-	7	20	-	-	7	20	-	-	20
Kentucky & Indiana Terminal	-	-	-	-	13	21	13	21	-	-	21
Lake Erie & Eastern	-	-	8	17	-	-	8	17	-	-	17
Lake Superior & Ishpeming	14	14	-	-	49	49	63	63	-	-	63
Long Island	77	135	95	204	143	143	315	482	-	-	482
Los Angeles Junction	-	-	1	1	-	-	1	1	-	-	1
Louisiana & Arkansas	-	-	73	73	-	-	73	73	602	602	675
Louisville & Nashville	2572	2735	677	824	646	646	3895	4205	2231	2264	6469
Louisiana & North West	-	-	-	-	-	-	-	-	62	62	62
Main Central	64	76	96	96	-	-	160	172	579	579	751
McCloud	-	-	-	-	-	-	-	-	135	146	146
Meridan & Bigbee	-	-	-	-	-	-	-	-	50	55	55
Middletown & New Jersey	-	-	-	-	-	-	-	-	15	15	15
Minneapolis Northfield & Southern	-	-	-	-	-	-	-	-	77	77	77
Mississippi Export	-	-	-	-	-	-	-	-	38	38	38
Missouri-Kansas-Texas	46	46	723	723	-	-	769	769	1404	1404	2173
Missouri Pacific	2756	3160	2342	2418	-	-	5098	5578	5438	5442	11020
Monongahela	-	-	-	-	-	-	-	-	136	145	145
Montour	-	-	-	-	-	-	-	-	47	48	48
Muncipal Bridge Ry-St. Louis	3	3	3	7	1	1	7	11	-	-	11

Method of Train Operation January 1, 1981

Railroad	Traffic Control Road Miles	Traffic Control Track Miles	Automatic Block Road Miles	Automatic Block Track Miles	Nonautomatic Block Road Miles	Nonautomatic Block Track Miles	Total Block Signals Road Miles	Total Block Signals Track Miles	Timetable Train Orders Road Miles	Timetable Train Orders Track Miles	Track Miles Operated Total
National Railroad Passenger Corp.	350	524	496	1182	-	-	846	1706	-	-	1706
Newburgh & South Shore	-	-	-	-	-	-	-	-	5	10	10
New Orleans Public Belt	-	-	14	28	10	21	24	49	-	-	49
Norfolk, Franklin & Danville	-	-	-	-	-	-	-	-	202	202	202
Norfolk and Western	3469	4076	991	1568	1792	1800	6252	7444	796	796	8240
North Western Pacific	-	-	-	-	-	-	-	-	275	275	275
Oklahoma-Kansas & Texas	222	222	239	239	-	-	461	461	317	317	778
Paducah & Illinois	15	15	-	-	-	-	15	15	-	-	15
Peoria & Pekin Union	8	14	8	15	2	2	18	31	-	-	31
Pittsburgh Chartiers Youghigheny	-	-	-	-	-	-	-	-	13	14	14
Pittsburgh & Lake Erie	139	216	14	27	-	-	153	243	-	-	243
Pittsburgh & Shawmut	-	-	-	-	-	-	-	-	88	88	88
Port Authority Trans Hudson	-	-	15	30	-	-	15	30	-	-	30
Portland Terminal (Maine)	8	11	7	9	-	-	15	20	1	2	22
Portland Terminal (Oregon)	-	-	1	1	-	-	1	1	-	-	1
Port Terminal (Houston)	8	9	-	-	-	-	8	9	-	-	9
Prairie Trunk Ry	-	-	-	-	-	-	-	-	73	73	73
Richmond, Fredericksburg & Potomac	113	234	-	-	-	-	113	234	-	-	234
Sacramento Northern	-	-	1	1	-	-	1	1	111	111	112
San Diego & Arizona Eastern	-	-	-	-	-	-	-	-	39	39	39
Seaboard Coast Line	3214	3752	105	196	732	732	4051	4680	4644	4649	9329
Soo	370	370	1	1	-	-	371	371	4299	4327	4698
Southern	1701	2263	2375	2495	-	-	4076	4758	6450	6450	11208
Southern Illinois & Missouri Bridge	5	9	-	-	-	-	5	9	-	-	9
Southern Pacific	3076	3199	3118	3722	-	-	6194	6921	3772	3772	10693
Spokane International	-	-	-	-	-	-	-	-	149	149	149
Staten Island Rapid Transit	-	-	29	29	-	-	29	29	-	-	29
St. Louis Merchants Bridge & Terminal	2	4	7	15	-	-	9	19	-	-	19
St. Louis-South Western	628	643	546	546	81	81	1255	1270	737	737	2007
Terminal RR Assoc. of St. Louis	1	1	11	21	31	40	43	62	-	-	62
Toledo, Peoria & Western	-	-	-	-	-	-	-	-	286	288	288
Toledo Terminal	5	8	10	19	-	-	15	27	15	15	42
Tucson, Cornelia & Gila Bend	-	-	-	-	-	-	-	-	43	43	43
Union	-	-	15	30	-	-	15	30	-	-	30
Union Pacific	2557	3291	1606	2144	-	-	4163	5435	4192	4192	9627
Utah	21	21	5	5	-	-	26	26	27	27	53
Wabash Valley	-	-	-	-	-	-	-	-	64	66	66
Walla Walla Valley	-	-	-	-	-	-	-	-	19	19	19
Washington Terminal	2	13	-	-	-	-	2	13	-	-	13
Western Maryland	34	35	105	155	-	-	139	190	377	382	572
Western Pacific	779	779	178	178	-	-	957	957	120	120	1077
Western Ry of Alabama	-	-	86	86	45	45	131	131	-	-	131
Wilkes-Barre Connecting	8	9	-	-	-	-	8	9	-	-	9
Winston Salem Southland	-	-	-	-	-	-	-	-	88	88	88
Youngstown & Southern	-	-	-	-	-	-	-	-	49	49	49
TOTALS	44104	53150	31237	42070	11332	11713	86673	106933	82233	84276	191209

Automatic Train Stop, Train Control & Cab Signal Systems in Service January 1, 1981

Railroad	Train Stop			CAB Signals			Train Stop & CAB Signals			Train Control & CAB Signals			Train Stop Train Control CAB Signals		
	Road Miles	Track Miles	Loc	Road Miles	Track Miles	Loc	Road Miles	Track Miles	Loc	Road Miles	Track Miles	Loc	Road Miles	Track Miles	Loc
Atchison, Topeka and Santa Fe	1747	2344	47(1)	-	-	-	-	-	-	-	-	-	-	-	-
Boston & Maine						8(2)						38(2)			
Burlington Northern							36	108	25(6)						
Chicago & North Western	140	306	10(3)							479	937	187			263(4)
Consolidated Rail				949	2146	2525(7)			529(8)			360(9)			12
Delaware & Hudson						9(5)									
Illinois Central Gulf							217	339	282						
Long Island										113	230	852(10)			
National Railroad Passenger Corporation				481	1373	59						56			254
Port Authority Trans Hudson	15	30	298												
Richmond, Fredericksburg & Potomac										109	222	30			
Union Pacific				1070	2127	618			780						
Totals	1902	2680	355	2500	5646	3219	253	477	1616	701	1389	1523			529

(1) Includes 38 Amtrak
(2) Equipped for operation on Amtrak
(3) Includes 4 locomotives owned by RTA
(4) Includes 42 locomotives owned by RTA
Includes 64 cars owned by RTA with controls
(5) Equipped for operation on Amtrak
(6) 26 Cars have Cab Control & Signal Equipment
(7) Includes 11 Motor-Cars
(8) Includes 523 Motor-Cars
(9) Includes 244 Motor-Cars
(10) Includes 772 Motor-Cars

Number & Kinds of Interlockings in Service January 1, 1981

Railroads	Interlockings					Remote Controlled			Traffic Control Points	
	Auto	Elec	Elec Pneu	Elec Mech	Mech	Elec	Elec Pneu	Total	Elec	Elec Pneu
Alton & Southern	4	-	-	-	-	-	-	4	-	-
Ann Arbor	1	1	-	-	-	1	-	3	1	-
Arkansas & Memphis Ry Bridge Terminal	-	-	-	-	-	2	-	2	2	-
Atchison, Topeka and Santa Fe	27	10	-	-	1	21	-	59	865	-
Baltimore & Ohio	14	51	5	8	23	58	-	159	175	-
Baltimore & Ohio Chicago Terminal	6	6	1	1	4	1	-	19	-	-
Bangor & Aroostook	-	-	-	-	-	-	-	-	3	-
Belt Ry. of Chicago	-	1	1	-	-	3	1	6	-	-
Bessemer & Lake Erie	-	-	-	-	-	-	-	-	6	23
Birmingham Southern	1	-	-	-	-	-	-	1	-	-
Boston & Maine	3	5	3	6	-	8	-	25	94	1
Burlington Northern	97	41	-	4	13	48	-	203	1562	-
Canadian National	-	2	-	-	-	-	-	2	2	-
Canadian Pacific	-	3	-	-	-	-	-	3	-	-
Central of Vermont	-	-	-	-	-	3	-	3	-	-
Chesapeake & Ohio	5	22	9	1	2	31	4	74	551	6
Chicago & Illinois Midland	1	1	-	-	-	-	-	2	-	-
Chicago, Milwaukee, St. Paul & Pacific	30	11	1	-	7	25	1	75	172	-
Chicago & North Western	56	27	-	-	3	32	-	118	39	-
Chicago Union Station	-	-	2	-	-	-	-	2	-	-
Chicago & Western Indiana	-	1	2	-	2	4	1	10	-	-
Clinchfield	-	-	-	-	-	-	-	-	61	-
Conemaugh & Blacklick	-	-	-	-	-	1	-	1	-	-
Consolidated Rail Corp.	49	94	85	82	30	282	41	663	661	37
Colorado & Southern	1	1	-	-	-	1	-	3	6	-
Dade County Florida	-	1	-	-	-	-	-	1	-	-
Delaware & Hudson	-	-	-	-	-	8	-	8	60	-
Denver & Rio Grande Western	3	1	-	-	-	7	-	11	294	-
Denver Union Terminal	-	-	-	-	-	2	-	2	1	-
Detroit, Toledo & Ironton	3	1	-	-	-	2	-	6	8	-
Detroit, Toledo Shore Line	-	-	-	-	-	-	-	-	12	-
Duluth, Missabe & Iron Range	1	-	-	-	-	4	-	5	-	-
Duluth, Winnipeg & Pacific	1	-	-	1	-	-	-	2	1	-
Elgin, Joliet & Eastern	-	7	-	4	5	2	-	18	11	-
Florida East Coast	-	-	-	-	-	6	-	6	53	-
Fort Worth & Denver	3	-	-	-	-	1	-	4	23	-
Grand Trunk Western	6	1	-	-	5	12	-	24	31	-
Green Bay & Western	-	2	-	1	-	-	-	3	-	-
Houston Belt & Terminal	2	-	-	-	-	12	-	14	2	-
Illinois Central Gulf	44	17	-	12	13	27	-	113	169	-
Illinois Terminal	-	-	-	-	2	-	-	2	-	-
Indiana Harbor Belt	1	3	-	-	3	9	-	16	-	-
Kansas City Southern	6	3	-	-	-	-	-	9	96	-
Kansas City Terminal	-	-	-	-	-	-	12	12	-	-
Kentucky & Indiana Terminal	-	1	-	-	-	6	-	7	-	-

Railroads	Interlockings					Remote Controlled			Traffic Control Points	
	Auto	Elec	Elec Pneu	Elec Mech	Mech	Elec	Elec Pneu	Total	Elec	Elec Pneu
Lake Superior & Ispeming	2	-	-	-	-	-	-	2	-	-
Long Island	-	6	12	-	1	6	1	26	10	-
Los Angeles Union Passenger Terminal	-	-	1	-	-	-	-	1	-	-
Louisiana & Arkansas	2	-	-	-	-	-	-	2	-	-
Louisville & Nashville	34	25	2	4	-	55	2	122	545	-
Maine Central	1	3	-	-	-	2	-	6	22	-
Meridan & Bigbee	-	1	-	-	-	-	-	1	-	-
Missouri-Kansas-Texas	22	1	-	-	-	4	-	27	14	-
Missouri Pacific	52	14	2	-	9	18	-	95	594	-
Municipal Bridge Ry-City of St. Louis	-	1	-	-	-	2	-	3	2	-
National Railroad Passenger Corporation	-	20	50	6	-	40	21	137	-	-
Newburgh & South Shore	-	1	-	-	-	-	-	1	-	-
New Orleans Public Belt	2	-	-	-	-	-	-	2	-	-
Norfolk & Portsmouth Belt Line	-	1	-	-	-	-	-	1	-	-
Norfolk & Western	46	19	7	2	5	38	9	126	701	219
North Western Pacific	-	-	-	-	2	-	-	2	-	-
Oklahoma-Kansas-Texas	9	-	-	-	-	1	-	10	59	-
Paducah & Illinois	-	-	-	-	-	-	-	-	7	-
Peoria & Peking Union	-	2	-	-	-	2	-	4	5	-
Pittsburgh & Lake Erie	-	-	-	-	-	33	-	33	6	1
Port Authority Trans Hudson	3	1	3	-	-	1	2	10	-	-
Portland Terminal (Maine)	-	1	-	-	-	6	-	7	3	-
Portland Terminal (Oregon)	-	1	-	-	-	-	-	1	-	-
Port Terminal (Houston)	-	-	-	-	-	-	-	-	1	7
Prairie Trunk Ry	2	-	-	-	-	-	-	2	-	-
Richmond, Fredericksburg & Potomac	-	-	-	-	-	-	-	-	2	18
River Terminal	-	1	-	-	-	-	-	1	-	-
Seaboard Coast Line	44	4	5	-	19	14	3	89	826	25
Soo	16	2	-	-	2	8	-	28	74	-
Southern	28	20	-	1	2	31	-	82	420	-
Southern Illinois & Missouri Bridge	-	-	-	-	-	1	-	1	-	-
Southern Pacific	26	29	7	2	24	27	-	115	874	-
Staten Island Railroad	-	1	-	-	-	-	-	1	-	-
Staten Island Rapid Transit	-	-	-	-	-	-	-	-	2	-
St. Louis Merchants Bridge Terminal	-	1	1	-	-	-	-	2	5	-
St. Louis-South Western	16	3	-	-	3	1	-	23	137	-
Terminal Ry Assoc. of St. Louis	-	2	1	-	-	1	1	5	-	-
Toledo, Peoria & Western	4	-	-	-	1	-	-	5	-	-
Toledo Terminal	-	1	-	-	-	3	-	4	4	-
Union	-	-	-	-	-	-	-	-	2	5
Union Pacific	22	14	1	-	1	31	-	69	696	-
Washington Terminal	-	-	2	-	-	-	-	2	-	2
Western Maryland	1	-	2	1	-	3	-	7	10	1
Western Pacific	1	1	-	-	-	2	-	4	211	-
Wilkes-Barre Connecting	-	-	-	-	-	-	-	-	3	-
CRIP operating by Missouri Pacific	2	-	-	-	-	-	-	2	-	-
Totals	700	490	205	136	182	949	99	2761	10196	345

News From Washington

By Richard J. Calistri

U.S. Representative Henry S. Reuss (D-Wis) recently introduced legislation promoting high-speed rail service throughout the United States. His measure is HR 4028, the Rail Passenger Systems Act of 1981.

Shortly thereafter, Reuss inserted into the Congressional Record excerpts of an article by L. Fletcher Prouty which appeared in Traffic Quarterly. That article deals with the need to revitalize U.S. rail freight and passenger service and outlines the impediments to high-speed passenger rail service. It is these impediments which Reuss' bill is designed to remove.

In his article, Prouty declared that "the ship of transportation sails on a sea of petroleum and the tide is running out." He calls for a "total reappraisal and realignment of the transportation structure." Here are other highlights from the Traffic Quarterly article:

"Because of rapidly growing transport demands and inadequate funding, this nation's streets, highways, and bridges are under-repaired and frequently over-congested. Airports and airways are over-crowded and there will not be any relief in the form of new airports for larger metropolitan areas before the year 2000, if then.

"Freight trains chug along at an average speed of 20 mph and suffer more than 8,000 derailments per year while the rail passenger system is suffering a near fatal illness. The cost of maintaining the existing system of transportation is spiraling to record heights, and a growing share of these staggering costs will fall on the general taxpayer — and not on user sources.

"In short, 'We are facing a transportation crisis in this country just around the corner.'

"Some of transportation's problems can be solved by reappointing the model balance. This is a more important factor. The authoritative National Transportation Policy Study Commission has said that by the year 2000 'national domestic person miles of travel . . . will increase 81 to 96%' and 'national domestic freight ton miles will increase . . . from 165 to 314%.' These massive increases, in so short a time, are simply not going to be able to be put on top of present highway congestion and on top of existing airport and airway overcrowding. . . .

"The answer to this grievous situation lies in the restructuring of the present balance of transportation; and the railroads have the capacity to accept major increases in both passenger and freight movement.

"This essential restructing needs to begin in the railroad industry, as railroads have tremendous potential for moving passengers and freight efficiently and safely — more so than any other mode. And, they are not necessarily dependent on petroleum or other liquid fuel."

The author went on to delineate some of the problems he sees for this restructuring. First of all, he said, American railroads suffer from serious technological deficiencies. "They have failed to take advantage of electric traction."

Second, Prouty said, railroads are not designed, constructed, operated and maintained for the "speed regime that is essential for operational and financial efficiency."

Third, he said, "heavy cars, long trains and slow speed all work against each other to produce very high costs of inferior services and to destroy the rail guideway system."

Prouty put special emphasis on improving passenger service, particularly in heavily populated corridors. He said passenger service could well serve as the catalyst for the improvement of all rail service. He held up the example of the famed "Bullet" trains for Japan. Then he reached these conclusions:

"Today the trend is toward reindustrialization. **The railroads of the United States are a priceless national asset, and they would benefit tremendously from total revitalization.**

"In a country that pays an annual bill of not less than $44 billion for its highway accidents; where government is projected to spend $1.242 trillion (and may need to spend more) in transportation outlays to the year 2,000, there are compelling reasons for the transfer of a very modest amount of these enormous funds to railroad improvements.

"This country has never been famous for being second best. It is time that the railroads, as well as the other modes of transportation, began cooperating to assure that this nation's transportation system is never again less than the best.

"The new generation of railroads can be one of faster freight operations given lighter cars and shorter trains; and one of faster passenger services, given dedicated corridors and dual purpose long-distance route segments designed for mutually beneficial optimum speeds.

"All main-line rail operations should eventually be under electric power, and when all is done, the American system of private railroads will have been reindustrialized for the good of all concerned. On our railroads this is possible. Meanwhile, it is not possible to double the capacity of our highways, airports and airways; yet overall passenger travel will double and over-all freight movement will triple by the year 2000."

Ohio supports passenger trains

Testifying before the Joint Economic Committee here, Robert J. Casey, executive director of the Ohio Rail Transportation Authority said that Congressman Henry S. Reuss' proposal for Federal encouragement of high speed intercity trains is "the wave of the future in America." Reuss (D-Wisconsin) is chairman of the Joint Economic Committee.

Congressman Reuss' proposal is called the Rail Passenger System Act of 1981 (H.R. 4028).

"High speed passenger railroading is a state-of-the-art technology that has already been mastered by thousands of railway planners, engineers and technicians in many countries. It is a responsible business administered by thousands of people; clerks, mechanics, operating employees, sales representatives, reservation clerks, accountants, managers and executives in Japan, Great Britain, France, Germany, Italy, the Netherlands, Spain, Switzerland and Scandinavia," Casey stated.

"High speed passenger railroading is a practical economic and social tool with the proven ability to perform certain tasks regarded as vital in advanced urban and industrial societies. Let's put it to work for America," he added.

Casey said he "enthusiastically" endorses the Reuss proposal, but he expressed concern that the proposed system would be under Amtrak jurisdiction.

He said Amtrak has a 'siege mentality" conditioned by ten years of fighting to stay alive against the

wishes of freight railroads, bus company lobbies, tax lobbies, and both Democratic and Republican secretaries of transportation.

Instead of Amtrak, Casey said, the program should be administered by a small commission, with the states, or groups of states, encouraged to form authorities to build the system.

"The states can do the job just as they built the interstate highways," Casey declared. "We do not need an Amtrak bureaucracy in Washington directing the effort. In fact, the effort will be very costly and take much longer if it is assigned to Amtrak."

Casey described Ohio's seven-year effort to finance, plan and build a system of passenger trains which will travel at speeds exceeding 150 mph over track which is completely separate from freight trains, highways or other interference.

He criticized the "Emerging Corridors" report of the Federal Railroad Administration, especially because it did not take into account electrification of the proposed corridors and other improvements such as those planned in Ohio.

Ohio now has an engineering design underway for a test track, and hopes to have a ballot proposal soon to seek voter approval for a one-cent sales tax to finance the system.

"We believe a renaissance is in the making, one that will inaugurate a new Golden Age of rail passenger service in America," Casey concluded.

RPI supports funds for crossing safety

Testifying in support for money for improved safety at rail-highway grade crossings was Robert M. Karow of Railway Progress Institute's grade crossing safety subcommittee. His testimony was presented to the Surface Transportation Subcommittee of the House Committee on Public Works on July 22. An abstract of Karow's testimony follows.

The Reagan Administration has shown a strong desire to consolidate categorical budget items into block grants in an effort to derive more effective and more economical programs. The Railway Progress Institute firmly believes that this consolidation is an inappropriate approach in the area of rail-highway crossing safety and that the facts of this categorical program speak for themselves.

The grade crossing safety program was initiated by Congress through the Highway Safety Act of 1973, pursuant to a report from the Department of Transportation in 1972, which called for the installation of active warning devices at 30,000 crossings. **To date, approximately 12,000 crossings have been equipped with active warning devices as a direct result of categorical funding.**

Having achieved a little more than one-third of this goal, the crossing program's statistical success is dramatic. Fatalities from accidents involving motor vehicles at public, rail-highway grade crossings reached their peak in 1967 at 1,520. In 1973, the first year categorical funds became available, there were 1,077 fatalities at grade crossings. **In 1979 a total of 727 fatalities occurred, a 52% reduction since the inception of the categorical funding program.**

A preliminary figure for 1980 indicates 704 fatalities occurred at crossings, an additional 2.6% reduction in deaths.

These statistics have made the grade crossing safety program the most successful highway safety program in spite of a 42% exposure increase. (The exposure index is a function of train miles multiplied by vehicle miles.)

When looking at the hard results and the identifiable benefits emanating from this program, we must disagree with its termination or substantial reduction. We make this assertion based on information we have gathered in two projects undertaken by the RPI Grade Crossing Safety Subcommittee.

Soon after the enactment of the Highway Safety Act of 1973, much confusion was generated in states in their effort to develop a crossing inventory in order to systematically approach the planning and prioritizing of those projects in need of greater crossing protection. The RPI formed a task force composed of the most knowledgeable crossing warning system experts in the field to develop a workshop on the generic, non-commercial, technical application of various crossing warning systems and to provide information on the mechanics and organization of the more active and successful state programs. To date, there have been 38 such workshops involving 48 states and Canada and thousands of state, federal, and railroad personnel.

RPI began an ongoing program of "state visits" to determine what barriers were confronting the states in implementing an effective grade crossing program and to determine what assistance the industry or RPI staff might render in reducing these barriers.

The following are some results of our program:

In **California,** there are 9,392 public crossings of which 4,369 are equipped with automatic devices. In fiscal year 1981, a total of 120 crossing projects had been planned for construction or upgrading. All of these projects were planned on urban and secondary roads.

Pennsylvania has a total of 6,713 public crossings of which 2,004 are equipped with automatic devices. Pennsylvania has recently added gates to 30 to 35 commuter railroad crossings in the Philadelphia area. Statewide, as of July 30, 1980, Pennsylvania had completed 140 crossing projects, given notice to proceed with construction on 93 additional projects, and given notices to design another 142 projects.

Ohio has a total of 9,966 public crossings of which 3,085 are equipped with automatic devices. In fiscal year 1980, a total of 75 crossing projects were completed.

Missouri has a total of 6,556 public crossings of which 1,478 are equipped with automatic devices. In fiscal year 1980, 15 crossing projects were completed, 233 approved, and 218 pending design and approval.

Massachusetts has a total of 1,230 public crossings of which 652 are equipped with automatic devices. In the fiscal year ended June 30, 1981, the state had hoped to complete 24 to 30 crossing projects.

Illinois has a total of 15,389 public crossings of which 5,640 are protected by automatic devices. In the fiscal year ending June 30, 1981, a total of 82 crossing projects were expected to be completed while an additional 82 were approved for construction.

Louisiana has a total of 4,866 public crossings of which only 868 are equipped with automatic devices. Over the last three fiscal years, 258 crossing projects have been approved for construction.

Kentucky has a total of 3,653 public crossings of which 912 are equipped with automatic devices. Kentucky DOT expects to complete 70 projects in this fiscal year.

Indiana has a total of 10,108 public grade crossings of which 3,160 are equipped with automatic devices. In the fiscal year just ended June 30, the State Department of Transportation had 40 projects ready for installation and 40 projects in the engineering stage.

Florida has a total of 5,625 public crossings of which 2,325 are equipped with automatic devices. Florida's goal is to signalize 200 crossings per year; and, as of January 1981, that goal has

been achieved in the prior two years.

Texas has 14,533 public crossings. As of 1978, 3,626 were equipped with automatic devices. A total of 435 crossing projects are backlogged in the state due to a lack of railroad installation crews. The Texas Highway Department said that it would need "dedicated" funds to continue their program.

West Virginia has a total of 2,465 public crossings with 419 equipped with automatic devices. In 1980 the state obligated 99 percent of funds available which completed 30 projects in the state. The state currently has a priority list of 125 crossings and will do as many crossings as their full apportionment will allow in 1981.

Tennessee has a total of 4,161 public crossings, of which 705 are equipped with automatic devices. The state initiated 113 projects in 1980, and an additional 54 projects are backlogged. The state has been averaging 99 projects over the last three years and expects to continue that level only if categorical funds remain available.

New York has a total of 4,436 public crossings, of which 2,073 are equipped with automatic devices. As of September 1980, 40 crossing projects were in the construction phase; 94 projects are authorized but not started; and 90 projects are identified for improvement but not yet approved.

Colorado has a total of 2,731 public crossings, of which only 484 are equipped with automatic devices. Twenty-three projects are planned for the fiscal year 1981 program.

Based on our conversations with transportation officials in these states, we can report that the elimination of the grade crossing category would severely reduce if not terminate the construction of crossing projects. Yet the statistics we have cited and the programs projected by each state clearly demonstrate that the millions of dollars invested by Congress over the past eight years have returned outstanding results. It has increased the installation of active warning devices with more sophisticated systems which have greatly improved the credibility of these systems.

Some might argue, however, that the point of diminishing returns has been reached. How many additional lives can be saved, and how much do those lives cost to save? Certainly these are legitimate questions on the surface; but, when one considers the increasing amount of hazardous material moved by both rail and tank truck and the increasing exposure factors, especially the increasing train mileage, the potential for an unprecedented tragedy at an unprotected grade crossing becomes totally unacceptable. The question then becomes how much are you willing to spend on a program of proven success to avert a potential disaster.

We strongly advocate a single, rail-highway crossing category with multiple-year funding at the level the Congress established in the Surface Transportation Act of 1978.

Multiple-year funding allows the state, the railroads, and the supply industry to meet the continuing needs of the program. We know the program has worked. The statistics speak for themselves. We hope the Congress will not give up this achievable goal it sought to meet in 1972 by abandoning this program.

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HOW to BUY

By Esther Margolius

Released by
Press Associates, Inc.

Advertising

What ever happened to "Brand X?"

"Brand X" was the anonymous product that was always less efficient, less improved and less worthy of the consumer dollar than the sponsor's product. However, as competition for consumer allegiance escalates each year and advertising techniques become more aggressive, media messages have stopped challenging an innocuous Brand X, and more often name the "inferior" competitor.

Examples: Bufferin claims to provide "added pain relief action" that Tylenol doesn't. The makers of Tums claim their product "neutralizes one-third more gastric acid than Rolaids." Ford compares the quietness and line of one of its cars with a Mercedes. "Comtrex" manufacturers state flatly that their common-cold remedy "gives more kinds of relief than Dristan or Contac or Bayer."

This type of media in-fighting has been encouraged as an aid to the consumer by Federal Trade Commission Chairman Michael Pertschuk. **How can head-to-head advertising help the consumer? Pertschuk says that ideally it could weed out the inferior, less efficient products.** "Knowledge of alternatives is crucial in a marketplace where goods and services continue to proliferate and differentiate themselves," Pertschuk recently told a meeting of the American Advertising Federation in Washington, D.C. He advocated "head-on price and performance competition" as a means of fighting inflation. He warned, however, that advertisers using brand-name comparisons have a responsibility to be accurate.

Meanwhile, the number of complaints from competitors arising out of comparative advertising claims is on the increase, according to the National Advertising Division of the Council of Better Business Bureaus.

Lorraine C. Reid, the division's senior vice president, reported that 30% of its investigations last year were spurred by offended competitors — the largest single source of complaints handled by the agency. The proportion was up from 20% in 1977.

In most cases, the offended competitor charged that the TV commercial or printed advertisement was "unfair" or "misleading" because it did not give all the facts or distorted some facts.

For example, a TV commercial sponsored by the Bristol-Myers Company claimed superiority for its analgesic, Bufferin, over both Tylenol and plain aspirin but, according to NAD, didn't make it clear "What kind of pain was referred to or what type of relief would be provided or what side effects were possible." The commercial has since been discontinued.

Another commercial sponsored by the Bic Pen Corporation showed several blindfolded men being shaved by barbers. The men felt their faces and reported "no difference" between the Bic shave and the higher-priced Trac II. The announcer asks, "Why spend more when there's no difference?" The Gillette Company, makers of Trac II, countered with their own extensive data from in-home testing conducted over several years under normal shaving conditions.

NAD reviewed the materials from both parties and concluded that the claim, "there's no difference," could be construed as an absolute fact rather than the opinion of the people tested. Bic agreed to revise its advertising copy to read, "Most men tested felt no difference."

As the self-policing arm of the advertising industry, NAD reviews complaints and asks the advertiser to submit evidence to support its claims. If the data seem false or inconclusive, NAD can recommend that the ad copy be altered or the advertisement taken out of circulation.

Of 1,510 challenges to national advertising reviewed since its inception in 1971, 597 claims were judged to be substantiated; 534 advertising claims were either modified or discontinued, and 301 matters were closed for "administrative reasons." Only 14 unresolved advertising matters were turned over to the National Advertising Review board. The agency's chief weapon against misleading advertising is to publicize its findings.

Here are some ways that consumers can avoid being "taken in" by misleading advertising claims:

- Be skeptical of vague testimony such as "two out of three doctors say . . ." It might mean exactly that — only three doctors were interviewed by the advertiser.
- Develop the habit of reading advertisements carefully (or listening carefully to the announcer's words). Advertisers may not give much emphasis to important warning statements.
- Be wary of miracles promised.

For example, no product can cure acne. Always check with your own doctor before using self-medication.

- Don't be taken in by "sincere," hearty-voiced announcers. A radio announcer for a bank commercial seeking depositors may proclaim "Penalties for early withdrawal. Sure!" in such a hearty voice that some listeners might think this was another bonus.
- When buying a car, the only road test to believe is your own. The sponsors road tests may have been made under very specific driving conditions.
- Before making any large purchase, check with a consumer report that gives an unbiased comparison between brands.

However, brand name comparison advertising calls for a greater degree of responsibility from both the manufacturer and the advertiser to be truly helpful to the consumer.

The NAD and the FTC will continue to find themselves in the role of attempting to filter fiction from fact.

Jobs & testing

Are the questions asked on pre-employment and on-the-job tests true indicators of job performance, or are they a means of employee intimidation or even discrimination?

There are 3,000 tests available that can be utilized by employers. Most of this testing falls under guidelines prepared by the Equal Employment Opportunity Commission. While the majority of Americans take aptitude testing in stride, there is a growing tide of opposition to lie-detector tests.

The use of lie-detection devices by some 20% of U.S. businesses has escalated with the rise in the national crime rate.

In particular, 24-hour food stores and fast-food service chains feel especially threatened by frequent employee turnover, coupled with increasing embezzlement of cash receipts. As a consequence, many such businesses have turned to the use of lie-detector tests on grounds they offer the most inexpensive yet reliable means of cutting losses and screening out potentially dishonest employees.

The primary criticism of lie detectors is that they measure only body responses under stress, not the question-and-answer process. The polygraph requires a wire hookup to a graph that measures respiration, blood pressure, pulse and skin reaction. Voice analyzers and psychological analyzers focus on voice variance and modulation under stress and are frequently applied to voice tapings, sometimes taken without the knowledge of the subject. Critics observed that a very nervous subject can register agitated responses that could indicate instability or culpability when neither was involved. Further, say the critics, all tests require the subjective opinion of a test operator who may or may not have an adequate basis for making judgments.

Civil libertarians and labor unionists disagree that such testing is reliable. They point out that most job applicants so tested are young, nervous about the tests, and therefore most subject to adverse stress reactions and subsequent "questionable" readings. And, most disturbing of all, say critics, subjects tested are given little or no choice in the matter if they wish to be considered for, or continue in, employment.

According to a recent report, Rep. Don Edwards (D-Calif.) believes that more than 500,000 employees per year are forced to confront the "take-it-or-leave" approach for lie-detector testing. As a consequence, Edwards, together with Rep. Stewart McKinney (R-Conn.) has introduced legislation to ban lie-detector testing for all employees.

More legislative action has occurred at state levels. Lie-detector testing has been banned in 18 states: Alaska, California, Connecticut, Delaware, Hawaii, Idaho, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. Twenty-one other states have licensing requirements, and some also impose limitations on the type of questions asked. New York bans testing with psychological stress analyzers.

Jack Novik, national staff counsel for the New York American Civil Liberties Union, describes lie-detector testing as "inaccurate, inconclusive, offensive, largely involuntary, with subjects often not even advised how and why they are being tested."

Amy Schussheim, staff researcher for the Food and Beverage Trades Department of the AFL-CIO, lumps lie-detector tests, polygraphs, voice analyzers and psychological analyzers together as "stress-rating systems, not the kind of testing one can pass or flunk." The Food and Beverage Trades Department, which represents 13 unions in retail and service areas, takes the position that lie-detector testing serves only to "intimidate and discriminate." Instead of lie-detectors, these unions would prefer background checks, more in-depth personal interviews of hirees, and stepped-up supervisory management of employees on the job.

Various branches of the ACLU have information on such testing procedures. The United Food and Commercial Workers and the Food and Beverage Trades Department, AFL-CIO, Washington, D.C., jointly have prepared an information packet on the subject. Their most recently published document is titled, "The Lie Detector Test: Victims and Villains."

The whole area of psychological testing also comes under government supervision. The Tower Amendment to the Civil Rights Act of 1964 specifies that employers may use professionally developed tests for selection of personnel.

In 1978, "Uniform Guidelines on Employee Selection Procedures" were jointly agreed upon by the Civil Service Commission, now the Office of Personnel Management, the Equal Employment Opportunity Commission, the Justice Department and the Labor Department. **The key underlying consideration was that all testing be non-discriminatory.**

Consumers wishing to know the government's "bottom line" on the aptitude testing process can write for the "1978 Uniform Guidelines and Employee Selection Procedures" booklet. There is also a second publication clarifying the first: "Questions and Answers on Clarification and Interpretation of the Uniform Guidelines." Send requests to: Equal Employment Opportunity Commission, Office of Policy Implementation, 2401 "E" St., N.W., Washington, D.C. 20506.

Wells on Health

By **Marion Wells,** Research Director, American Physical Fitness Research Institute

Children

Is there more to your child's posture than meets the eye? Medical experts say poor posture can be revealing body language. It may be a tip-off that other health problems also need straightening out. Urging the youngster to straighten up may do little good until you find out what's pushing him or her out of shape.

"For example," wrote Benjamin F. Miller, M.D., "a nearsighted or hard-of-hearing child is apt to thrust his head forward to see or hear better. As a result, his shoulders and back may be thrown out of line."

A bodily slouch may signal improper diet or fatigue. Or sometimes tall girls who feel self-conscious about their height may slump to make themselves less noticeable.

Among other causes of postural problems are foot trouble, clothing that's too heavy or too small, a chair or bed that gets a child out of position, and ". . . weakness, disease, or deformity involving muscles, bones, or joints."

Children's bodies may sag due to sagging spirits or self-esteem. "A shy, unhappy child who feels inferior may slump," Dr. Miller noted in **The Family Book Of Preventive Medicine** (Simon and Schuster). "Emotional problems, especially in adolescence, have contributed to many cases of curvature of the spine."

Of course, posture varies somewhat with each person. Nor can a child be judged by adult standards. But if your youngster's posture is causing you concern, discuss it with the doctor now. Don't wait for your child's next checkup. If a physical or emotional problem is involved, early attention can avoid more serious difficulties later.

Another benefit is the chance to correct or arrest postural deviations before they turn into more troublesome problems. For instance, it's been noted that "When the head is held improperly over a long period of time, the muscles on one side become shortened, whereas those on the opposite side become lengthened, and the faulty position tends to become fixed."

Good body mechanics also gives a youngster's overall growth and development a healthy boost. It allows him to move more efficiently with less fatigue and strain. It helps facilitate good support and a full blood supply to the vital organs. This benefits breathing, digestion, elimination and metabolism.

Early attention to your child's posture can put his health in better shape for years to come.

Smoking

Have you tried to quit smoking, only to have your efforts literally go up in smoke?

A UCLA researcher doesn't mean to "butt" in. But if you want to put out your smoking habit, he thinks putting out a couple of common misconceptions about quitting might help.

For example, says Saul M. Shiffman of the Neuropsychiatric Institute at the UCLA School of Medicine, many people think it's easier to taper off cigarettes than to quit "cold turkey." Just the opposite may be true, at least for some of us.

Shiffman and fellow researcher

Dr. Murray E. Jarvik studied withdrawal symptoms in two groups of quitters. The "cold turkey" group gave up cigarettes completely. The other group kept smoking their normal brand, but puffed an average of sixty percent less.

The scientists found both the group that cut down smoking and the group that cut it out completely experienced withdrawal symptoms. But the "cold turkey" quitters found their symptoms lessening more quickly. The researchers suggest, "It may be that the smoker who substantially reduces his cigarette smoking precipitates an abstinence snydrome no less severe than that in the completely abstinent smoker, yet, perpetuates this syndrome by continuing to smoke." But the matter needs more testing, they say.

Meanwhile, Shiffman encourages those who've tried to quit by tapering off and failed to give the "cold turkey" approach a try. And first time would-be quitters should be alert that this may be an easier way to go.

Shiffman has another encouraging word. If at first you didn't succeed, other people's research indicates you may be more likely to make it if you try again. He says it may be that people learn things about themselves in the earlier attempts that help them the next time around.

Of course, we're all individuals and various physical and psychological factors may enter into smoking. So experts want to keep many options open. If the "cold turkey" approach doesn't work for you or is unacceptable for some reason, an American Cancer Society news release suggests you might try switching to low-tar, low-nicotine cigarettes for awhile as a first step toward quitting.

What other approaches might help? Local units of the American Cancer Society are offering stop smoking programs free or at minimal cost. Other such programs may also be available in your community. We'll mention a few of the helpful hints for quitters such programs provide. And we'll talk about some intriguing questions researchers are raising about things like the boon of the "buddy system," possible links between alcohol and craving for tobacco, and how to keep yourself from slipping back into the smoking habit's clutches in the future.

Maybe your efforts to quit needn't turn to ashes!

When quitting smoking crosses our mind, some of us may feel like we did when a romance with someone special started to flicker. We weren't sure we wanted to live with them . . . but we wondered if we could live without them.

Does this describe you? If so, here's some news to light up your life, spark your motivation, and help you extinguish your smoking habit . . . hopefully for good.

UCLA researcher Saul M. Shiffman, who studies smoking behavior, thinks it's important to anticipate situations which might tend to pull you back into puffing.

This depends partly on the person, he says. But he notes findings that popular danger points include feeling frustrated or angry or being alone and feeling lonely and depressed. In general, those who succumb to the craving and smoke are the ones who temporarily give up and do nothing. Those who fight off the urge to puff do something.

Shiffman has no magic potion for puffers. But have a plan in advance, he suggests. When the craving hits, do it or some part of it. And try to get out of the situation for a few minutes.

One thing you might do is reach for a person instead of a pack. Research indicates people reinforcement and support can be a big help in making a behavior change permanent. In one study, among "buddies" who were in touch with each other every day, most were still not smoking six years later. (Participants also went to weekly group meetings involving other stop-smoking methods.)

Other helpful tools in the American Cancer Society's stop smoking programs include a short self-quiz on "Why I Smoke" and keeping a personal record of what you're doing, how you're feeling and how much you want a cigarette each time you reach for one. Such self-observation gives people important insight into what triggers their smoking and what they get out of it. It can help you find satisfying pleasures to put in smoking's place. And it can help you optimize the conditions under which you quit.

For example, you might find you reach for a cigarette when you're dealing with problems. Simple relaxation techniques might be of benefit to you. And if you smoke a lot on your job, you might want to quit on a day when you're away from work.

A couple of biochemical clues might also give your efforts to quit a boost. Shiffman mentions findings that drinking, not necessarily to excess, with others who are drinking or drinking and smoking seems to be a high risk situation for sabotaging stop smoking attempts. More may be involved than simply the association of one habit with the other, he says. In one study done by others, smokers were given drinks that tasted the same, but had different amounts of alcohol. Those who got the beverages with a higher alcohol content smoked more.

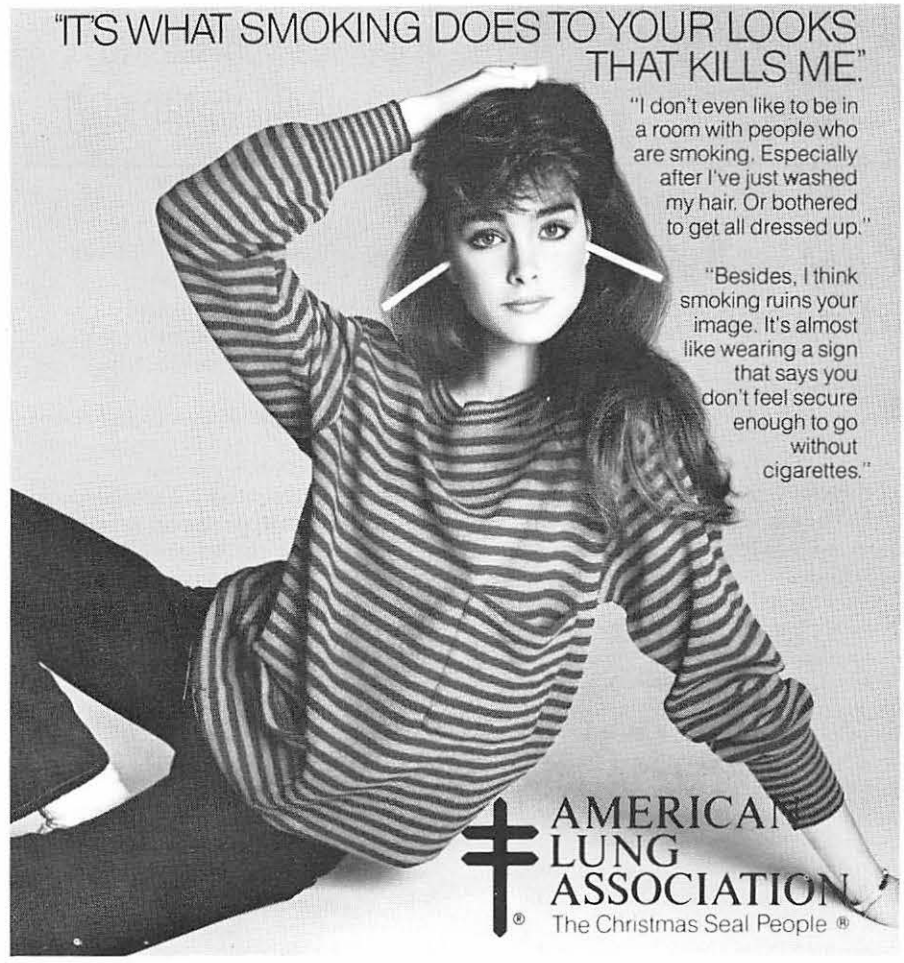
While this study was done with problem drinkers, researchers believe the same may be true for the general population. This is currently being tested. Meanwhile, you can make some self-observations and plan accordingly.

Finally, John Bachman, Ph.D.,

of the Langley Porter Institute at the University of California, San Francisco notes that some people get a craving for high calorie, sweet foods when they stop smoking. Could blood sugar levels be involved? He'd like to test this, though he hasn't yet. Meantime, it might be worth seeing if a craving for sweets could be satisfied with a nutritionally balanced snack that had a little protein in it rather than a sugary food. (For example, you might try a little fruit and cottage cheese.)

Want more hints to help you "get over an old flame?" Various groups in your community may have stop smoking programs. For example, such programs may be available free or at minimal cost through your local unit of the American Cancer Society.

And when you stop lighting up to smoke, look for the health benefits to light up your life!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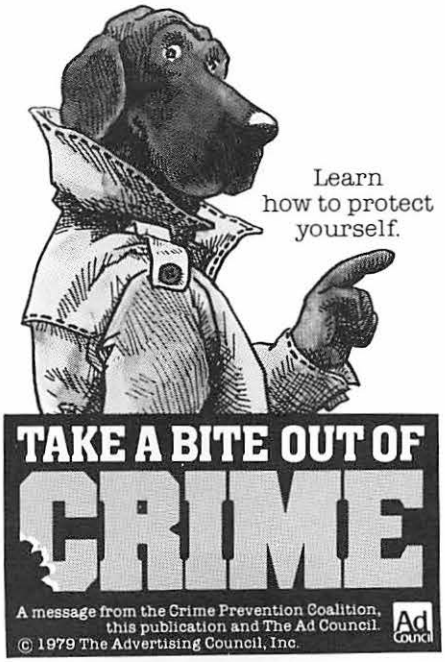
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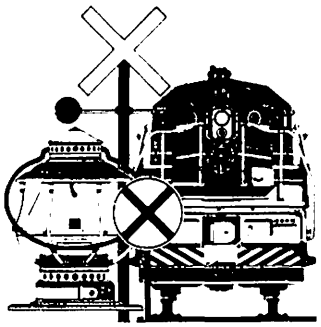


RAILROAD RETIREMENT INFORMATION

Cost of living increases

Railroad retirement annuitants, like social security beneficiaries, receive cost-of-living increases beginning with their July 1 annuity payments.

(1) How are the cost-of-living increases calculated for retired railroaders and their spouses?

Separate cost-of-living increases are made for each of the two tiers in employee and spouse annuities.

Tier I annuity portions, which are the equivalent of social security benefits, increase by 11.2%, the same as social security benefits. This increase in tier I is provided through automatic cost-of-living provisions in the Railroad Retirement and Social Security Acts. It equals the increase of the Consumer Price Index for the first quarter of 1981 over the Consumer Price Index for the first quarter of 1980.

A separate 3.6% increase is payable in certain tier II components of employee annuities and in the entire second tier of spouse annuities. The tier II increase equals 32.5% of the rise in the Consumer Price Index.

(2) Do widows and other survivor annuitants receive a cost-of-living increase in their July payments?

Yes. With some exceptions, survivor annuitants not also receiving social security benefits receive an 11.2% increase in both tiers of their annuities.

(3) Do annuitants receiving both railroad retirement and social security benefits receive duplicate increases?

No. The increased tier I portion is reduced by the increased social security benefit. However, the tier II increase is not affected by entitlement to social security benefits.

Certain guaranty components, such as those payable over and above tiers I and II to preserve pre-1975 vested dual benefit rights, are not subject to these cost-of-living increases.

(4) Are the supplemental annuities paid by the Railroad Retirement Board subject to any increase?

No. Supplemental annuities are not affected by any cost-of-living increase.

(5) Do Medicare premiums, which are deducted from railroad retirement and/or social security benefits, increase on July 1?

Yes. The basic Medicare premium, as of July 1, is $11.00, an increase of $1.40 over the previous rate of $9.60.

(6) If an annuitant does not receive the cost-of-living increase on time, would any benefits be lost?

No. If an increase is due from the Board and is delayed for administrative reasons, it will be paid retroactively as soon as possible. No benefits will be lost on account of a delay in payment.

Retirement board has new chief executive

Dr. James T. Brown has been appointed chief executive officer of the Railroad Retirement Board, effective July 13, 1981. Dr. Brown was most recently vice president for finance of Wayne County Community College in Detroit, MI. He has had several years experience in state and federal employment. He has a PhD in resource management, an MBA in management & finance, and a BS degree in finance.

Retirement amendments explained by RRB

Railroad retirement amendments have been enacted as part of the budget reconciliation and tax legislation recently signed into law by President Reagan. These railroad retirement amendments were based on mutual recommendations negotiated by representatives of railway labor and management. Congress had directed such negotiations in previous legislation, following Railroad Retirement Board reports of financial problems which could result in insufficient funds to make timely benefit payments during 1982 or 1983.

The amendments increase railroad retirement taxes on both rail employers and employees, provide the Railroad Retirement Account with authority to borrow funds when temporary cash-flow problems develop, and call for further financing recommendations.

Major changes in benefit provisions revise both the retirement and survivor formulas for annuity portions paid over and above social security levels, continue certain employee and spouse cost-of-living increases and revise survivor cost-of-living increases, broaden the current connection requirement applicable to certain career employee benefits, and eliminate future supplemental annuity closing dates.

In addition, the new law provides benefits for divorced wives, surviving divorced wives and remarried widows which are like those provided under the Social Security Act.

The amendments also authorize the Railroad Retirement Board to reduce dual benefit windfall payments paid to some annuitants with both railroad retirement and social security coverage, when special funds appropriated for these payments are insufficient. The further award of dual benefit windfall payments is restricted to vested employees with dual coverage on their own earnings; no new awards of windfall payments will be made to spouses and widows.

The following is a summary of these major changes. The tax and benefit provisions are generally effective October 1, 1981, and the first reduction in dual benefit windfall payments is expected to begin October 1. Exceptions to that date are noted.

Taxes and Borrowing

Both employee and employer taxes have been raised, primarily to fund the railroad retirement annuity portion called tier II, which is payable over and above the first tier social security level annuity portion.

While tier I taxes on employees and employers remain at the same rate as social security taxes (6.65% in 1981 on monthly earnings up to $2,475), the additional 9.5% tier II tax paid by employers (on monthly earnings up to $1,850 in 1981) is increased by 2.25% to 11.75%. And, employees will begin paying a tier II tax of 2% (on monthly

earnings up to $1,850 in 1981).

The amendments give the Railroad Retirement Board the authority to borrow from U.S. Treasury general funds if Railroad Retirement Account funds are insufficient to pay benefits during a month. The amounts borrowed in any fiscal year cannot exceed income due the Account for that year from its financial interchange with the Social Security Trust Funds (approximately one-third of the Account's annual income). The borrowed amounts are to be repaid with interest.

In any fiscal year in which the authority will be used to borrow 50% or more of estimated financial interchange income, the law requires railway management and labor, and the President, to make further funding proposals to Congress. Regardless of this contingency provision, the President is required by the new law to analyze options assuring the long-term financial integrity of the railroad retirement system and report to Congress, by October 1, 1982, the results of the analysis, together with railway management and labor recommendations regarding these options.

Employee Annuities

Under the 2-tier railroad retirement formulas provided by the 1974 Railroad Retirement Act, the tier I portion is computed like a social security benefit, based on both railroad retirement credits and non-railroad social security credits. Tier II, which is comparable to an industrial pension, is computed under a separate formula, based on railroad service alone. In some cases, a dual benefit windfall payment is also added to the annuities of those who had vested rights to both social security and railroad retirement benefits before 1975. A supplemental annuity is also payable by the Railroad Retirement Board to career employees of long service.

Benefit Formula and Cost-of-Living Increases.—For new retirees, the amendments provide a simplified benefit formula for the tier II portion. Tier II benefits will be equal to seven-tenths of one percent of the employee's average monthly earnings in the 60 months of highest earnings, times years of service, less 25% of any employee dual benefit windfall amount also payable. Under the new formula, the amount awarded active railroad employees upon retirement will automatically keep pace with average wage increases in years prior to retirement.

The new law also continues annual July 1 employee tier II cost-of-living increases equal to 32.5% of the rise in the Consumer Price Index, payable to employees whose annuities begin June 1 or earlier. Under prior law, there was no provision for further cost-of-living increases in the tier II formulas after 1981. Tier I cost-of-living increases, which are for the same percentage as social security cost-of-living increases (100% of the increase in the Consumer Price Index), continue automatically.

The new law also modifies the cost-of-living and dual benefit computational steps in annuities reduced for early retirement, so that they are consistent with social security computations and the intent of the 1974 Act. Also, the rounding of years of service in employee annuity computations is to be phased out by April 1982.

Current Connection Requirement.—A "current connection with the rail industry" is required for a supplemental annuity, occupational disability annuity or survivor benefit paid by the Railroad Retirement Board. The requirement is normally met if the employee worked regularly in the railroad industry close to the time of retirement or death. Regular non-rail employment in the interim can break an employee's current connection.

The amendments maintain a current connection for purposes of supplemental and survivor annuities if the employee completed 25 years of railroad service, was involuntarily separated without fault from the railroad industry, did not decline a suitable offer to return to work in the same service, and did not accept a separation allowance. This provision is effective October 1, 1981, but only for employees still living on that date and who left the rail industry on or after October 1, 1975, or who were on leave of absence, on furlough, or absent for injury on October 1, 1975.

The amendments also add the National Transportation Safety Board to 4 other government agencies administering railroad laws, for which an employee may work after leaving rail service without breaking a current connection. This provision is retroactive to January 1, 1975.

Supplemental Railroad Retirement Annuities.—Under prior law, an employee who worked in railroad service after a specified closing date, based on his or her 65th birthday, would permanently forfeit entitlement to a supplemental annuity payable by the Board. This restriction has been eliminated for those whose closing dates did not occur before October 1, 1981. In addition, supplemental annuity eligibility will be limited to employees with railroad service in at least one month prior to October 1981.

Dual Benefit Windfall Payments.—The Railroad Retirement Act of 1974 coordinated railroad retirement and social security benefit payments to eliminate certain duplications considered a windfall for dual beneficiaries. However, pre-1975 dual benefit rights were, in effect, preserved for individuals meeting certain vesting requirements. Although their railroad retirement annuities are reduced for social security entitlement just as for all annuitants, those vested annuitants receive a dual benefit windfall payment to partially offset the reduction.

The costs of these payments, which were intended to be funded solely out of U.S. general revenues, are now substantially more than the amount estimated at the time the 1974 Act was passed, and substantially more than the funds that have been appropriated. Also, in recent litigation, individuals have sought to expand eligibility to non-dependent male spouses and survivors who were not eligible for dual benefits at the time the 1974 Act was enacted.

The amendments establish a Dual Benefits Payments Account, separate from the regular Railroad Retirement Account. The Board is authorized to prorate windfall payments from the new account so that the amounts paid to annuitants do not exceed the amounts appropriated. While vested employees may still qualify for these payments on the basis of their own pre-1975 earnings under both systems, the amendments preclude, upon enactment, the award of these payments to an employee based on a spouse's dual coverage. Also, the pre-retirement cost-of-living increases computed in windfall payments are, in effect, frozen.

Spouse Benefits

The new law extends railroad retirement spouse benefits to the divorced wives of employees, if the divorced wife has not remarried, has attained the age 62, was married to the employee for at least 10 years, and the employee is age 62 or over. Other eligibility requirements are the same as for spouses. The amount payable is limited to the tier I portion of an annuity, which is equal to what social security would pay, and subject to offset if other railroad retirement or social security benefits are also

payable. The annuity terminates with the month the divorced wife remarries. A divorced wife is considered a qualified railroad retirement beneficiary for Medicare purposes.

The spouse tier II annuity portion is changed from 50% of the employee's tier II portion to 45%. However, the spouse maximum, which previously set a limit on the amount of a spouse annuity, has been eliminated. Tier II cost-of-living increases will be continued at the same rate as for employees (32.5% of the increase in the Consumer Price Index). To conform with social security law, the spouse age reduction factor has been changed from 1/180 to 1/144 for each month the spouse is under age 65 when she or he elects to receive a reduced annuity (from a 20% reduction at age 62 to a 25% reduction).

The same provisions for prorating dual benefit windfall payments that apply to employees will also apply to spouses receiving these payments. In addition, no award of any new spouse windfall payments will be made after the enactment of this law.

Survivor Benefits

The 1981 amendments provide survivor benefits for surviving divorced wives, divorced mothers and remarried widows. Eligibility requirements are the same as under the Social Security Act, and the amounts payable are limited to what social security would pay (tier I only). The survivor must be age 60 or have children in her care and, if divorced, must have been married to the employee for at least 10 years.

A new survivor tier II formula is provided, based on the new "high 60" employee tier II formula amount. Under the new survivor formula, a widow or widower generally will receive 50% of the employee's tier II amount, each child will receive 15%, and surviving parents 35%. The minimum total tier II amount payable to a family is 35% of the employee's tier II amount, and the maximum is 80%. During a 5-year transition period most awards will continue to be made under the previous formula.

Survivor tier II amounts will be increased annually by the same percentage as employee and spouse tier II amounts — 32.5% of the increase in the Consumer Price Index. Tier I increases continue at 100% of the increase in the Consumer Price Index, the same as social security benefits.

Widows' dual benefit windfall payments in force will be subject to proration, just as for employees, and the new law precludes the award of any new dual benefit windfall payments to widows or widowers after the enactment of these amendments.

Deaths

Carl Baklaar, retired signal maintainer at Grand Rapids, MI for the Chesapeake & Ohio, died recently. Brother Baklaar retired November 1, 1964 after completing 52 years of railroad service. He had been active in Valley City Lodge 123 and had served as financial secretary.

Joseph Barkman, a member of Jackson City Lodge 28 died January 31, 1981. Brother Barkman was born March 20, 1921. He was employed in the signal department of ConRail.

C. F. Bennett, retired signalman for the former Pennsylvania at Warren, PA, died recently. Brother Bennett completed 40 years of service when he retired June 17, 1959. He was a member of Olean Lodge 134.

Charles W. Bray, retired signal maintainer for the former Gulf, Mobile & Ohio at Marshall, MO died June 10, 1981. Brother Bray was 87 at the time of his death. He went to work on the former Chicago & Alton on June 26, 1922. He retired January 18, 1971 after completing 48 years of service. He was a veteran of World War I and served in the U.S. Army. He is survived by his wife, Grace, one step-daughter, Mrs. Edgar Ohlrich of Gravois Mills, MO, and one sister, Mildred Trotter of Lawrenceville, GA. Brother Bray was a member of Alton Lodge 85.

Herbert Cardin, a member of Local Lodge 137 and an employee in the signal department Louisville & Nashville died April 19, 1981. Brother Cardin was a resident of Bay St. Louis, MS.

Francis J. Comerford, retired signal maintainer for the former Lehigh Valley at Manville, NJ died recently. Brother Comerford had retired in 1971 after serving 29 years in the railway. He had been active in Rainbow Lodge 57, and had served as local chairman.

John A. Criqui, retired railway inspector for the former Central Railroad of New Jersey, died January 9, 1981. Brother Criqui had been headquartered at Elizabeth, NJ at the time of retirement in June 1969. He had completed 50 years service with the railway. He had been active in former McAdoo Lodge 54, and had served as chief signalman.

Herbert L. Dalton, communication & signal foreman for the former Pennsylvania at Camden, NJ, died June 16, 1981. Brother Dalton retired in January 1965 after completing over 40 years of service with the railway. Brother Dalton was a member of Victor Lodge 58. He is survived by his wife, Mrs. Trula Dalton, a daughter, Mrs. Jeanne Stone, five grandchildren and two great children.

J. L. DesJardins, retired signal maintainer for the Soo Line at Marquette, MI died recently. Brother DesJardins had completed 30 years of service when he retired September 16, 1977. He was a member of Soo Line Lodge 6.

Morton F. Disney, retired signal inspector for the former Pennsylvania at Baltimore, MD, died recently. Brother Disney had completed over 44 years of service when he retired in December 1960. He was a member of Tuxedo Lodge 65.

Charles M. Droege, retired signal maintainer for the Terminal Railroad Association of St. Louis at Granite City, IL has died. Brother Droege had completed 48 years of service when he retired in July 1971. Brother Droege was a member of St. Louis Terminal Lodge 132. He had been active in the Concordia Lutheran Church of Granite City, and had served as youth administrator on the Board of Christian Education and as an elder in the church. He is survived by his wife, Hedy of Madison, IL, two sons, Charles and John David, two grandsons, five granddaughters, three great grandchildren, a sister Ann Miller, three nephews, a niece and seven grand-nephews and nieces.

Richard C. Garrett, retired signalman for the Southern Pacific, working out of Burbank, CA, died March 13, 1981. He retired in November 1969, after completing over 15 years of service with the railway. He was a member of Los Angeles Lodge 104.

Harry M. Glover, retired signal maintainer for the Monongahela at Brownsville, PA, died recently.

Brother Glover had completed over 46 years of service when he retired in September 1961. He had been active in Local Lodge 44 and at one time had served as general chairman.

Phillip E. Hadden, retired signal maintainer for the former Erie Lackawanna at Hornell, NY, died February 2, 1981. Brother Hadden retired in February 1967 after completing over 30 years of service with the railway. He was a member of the Deposit Lodge 145.

Edward R. Hunter, a member of Gateway Lodge 84, and employed in the signal department of ConRail died April 25, 1981. Brother Hunter was born April 10, 1943 and was a resident of Avenel, NJ.

Andrew L. Leach, retired leading relay testman for the Chicago & North Western at Chicago, IL, died recently. Brother Leach retired September 15, 1973 after completing over 44 years of service. He was a member of Local Lodge 130.

Boyce O. McMellon, retired leading signalman for the Chesapeake & Ohio at Barboursville, WV, died recently. Brother McMellon had completed over 44 years of service before he retired in March 1970. He had been active in Local Lodge 128, and served as a trustee, also he was later a member of Tri State Lodge 136.

William H. Mitchell, retired ctc signal maintainer for the Santa Fe, at LaJunta, CO, died recently. Brother Mitchell completed 36 years of service when he retired January 31, 1973. He was a member of Rocky Mountain Lodge 161.

J. E. Morris, retired signal maintainer for the Texas & Pacific at Fort Worth, TX died in February 1981. Brother Morris retired in March 1961 after completing over 33 years of service. He had been very active in Fort Worth Lodge 141 and had served as local chairman and also as general chairman on the T&P. His son J. J. Morris who recently retired as a signal maintainer for the T&P, had also been general chairman.

Emil C. Peterson, a signal department employee of the Chicago & Northwestern, died November 25, 1980. Brother Peterson was a member of J. C. Gerke Lodge 9, and was a resident of Port Washington, WI.

Harry P. Preiss, retired maintainer telegraphs & signals for the former Pennsylvania, has died. Brother Preiss retired in February 1959, after completing over 41 years of service. He was employed in the Philadelphia, PA area. Brother Preiss was a member of Philadelphia Lodge 18.

Stephen J. Rice, retired signalman for the former Pennsylvania-Reading Seashore Lines at Atlantic City, NJ, died recently. Brother Rice retired in February 1968, after completing 26 years of service. He was a member of Victor Lodge 58.

T. C. Robinson, retired signal maintainer for the Seaboard Coast Line at Tarboro, NC, died recently. Brother Robinson retired in May 1976 after completing 49 years of service. He was a member of Local Lodge 16.

R. J. Rowland, an employee in the signal department of the Burlington Northern, died March 28, 1981. Brother Rowland was a member of Aurora-Galesburg Lodge 103 and a resident of Onalaska, WI.

M. L. Sartain, retired signal maintainer for the Southern at Marion, NC, died recently. Brother Sartain had completed 41 years of service when he retired in 1967. He had been active in Walters Lodge 110, and at one time had chaired as local chairman.

Otto Schoenholzer, retired system signal inspector for the Southern Pacific at San Francisco, CA, died recently. Brother Schoenholzer retired in September 1968 after completing 28 years of service. He was a member of Sacramento Lodge 179. At one time he had served as local chairman.

H. H. Wilsie, a retired employee of the signal department on the Southern Pacific, died October 11, 1980. Brother Wilsie, retired in November 1962, he was a member of Gulf Coast Lodge 99. He was a resident of Bryan, TX.

Michael A. Wilson, a member of Hocking Lodge 216, was killed in an automobile accident on May 23, 1981. Brother Wilson had been employed in the signal department of the Chesapeake & Ohio.

Local Lodge News

Durand Lodge 14 holds nominations meeting

Various members of the local were nominated for positions of officers to serve from November 1, 1981 until October 31, 1984. Nominations were as follows: President — E. E. Smith, J. A. Darwoski, and M. J. Scofield. Vice Presidents will be selected from the presidential nominee in the order of votes casted. For recording & financial secretary, Bruce A. Hazard and P. E. Putt were nominated. R. C. Buck and M. J. Carey were nominated for the position of vice general chairman. R. C. Buck was nominated for the position of local chairman Chicago division, and D. A. Neff was nominated for the position of local chairman Detroit division. Nominees for the grievance committee on the Chicago division are C. R. Graw, P. E. Putt and M. J. Scofield. Nominees for the Detroit division grievance committee were R. D. Schneider and S. R. Striggow. Board of Trustees nominees included J. A. Karwoski, T. F. Lucich, P. E. Putt and S. R. Striggow.

Reports were presented by H. H. Parker, the general chairman of the Northeast General Committee; Bruce A. Hazard, recording & financial secretary; R. C. Buck, vice general chairman and local chairman Chicago division and D. A. Neff, local chairman Detroit division.

Twelve members were present at this meeting. Member C. R. Bush, has retired. The local is planning to hold a retirement party for Brothers Bush and C. E. Horn, who retired recently.

Cairo Lodge 51 honors retired members

On July 18, Cairo Lodge 51 honored four retired members at a party at Dameron's Smorgasbord, in LaCenter, KY. Those honored included Q. L. Davis, E. M. Shaw, Harry E. Williams and H. Eugene Williams.

Brother Shaw is a past chief signalman (now local president) of Local 202. He was serving the local in this capacity when Locals 51 and 202 consolidated in the mid-1960's. He began his railroad career in the signal

department on January 17, 1946. He had prior service in the maintenance of way department. At the time of his retirement, he had a combined total of 44 years railroad service and held the signal maintainer position at Reevesville, IL.

Brother Gene Williams was holding the position of recording & financial secretary of Local 51 at the time of his retirement and had held the position for many years. He began his railroad career on September 12, 1950 and ended it after 30 years on September 13, 1980. Brother Williams was assigned to the signal maintainer position at Cairo, IL at the time of his retirement.

Brother Davis began his railroad service on April 20, 1948 and ended it at the close of his tour of duty on August 2, 1979. Brother Davis held the signal maintainer position at Anna, IL at the time of his retirement.

Brother Harry Williams began his railroad career on June 4, 1951 and ended it at the close of his workday on July 9, 1981. At the time of his retirement, he held the position of signal foreman on the St. Louis division.

The officers and members of Illinois Central Gulf Local 51 extend best wishes to all these newly retired brothers for a long, happy and healthy retirement.

CTC Lodge 199 meets in Pittsburgh area

Norfolk and Western's CTC Lodge 199 held a quarterly meeting on June 12, 1981 in Coraopolis, PA.

A. W. Darr, Sr., local president conducted the meeting. Several topics concerning working conditions and the possibility of holding the meeting at various locations within the local's jurisdiction were discussed. In a renewal of faith in the Brotherhood, Vice-President Charles S. Chandler gave the obligation to all those in attendance at this meeting.

General Chairman V. Joseph Sartini urged members to be sure and check their work when wiring changes are made in the field. He told members to be particular in carrying out their signal RS&I tests and inspections according to the FRA regulations. If a member does not have sufficient time to make an RS&I test he should so state on the form.

Nominations for local lodge officers were made at this meeting. For the position of local president A. W. Darr, Sr., and Joseph E. Gleason were nominated. William D. Sewell was nominated for the position of 1st vice president. For the position of recording & financial secretary, Larry Broudy and Lester Geiss were nominated. For the position of local chairman, Walter Barrows, Sam Calderone, and William Henry were nominated. For the positions of trustees, Sam Bennett, Dwane Beaver and David Groh were nominated.

President R. Thomas Bates, brought members up to date on negotiations between the nation's carriers and the Brotherhood. He pointed out that the major issue to be handled first would be funding for the railroad retirement system.

Bates and Secretary-Treasurer W. D. Best, both stressed the need for voluntary contributions to the Signalmen's Political League. They pointed out that Republicans were able to raise over $100 million for the congressional campaign of 1980, while the Democrats were only able to raise $19 million. These funds are raised by voluntary actions in most cases

Conducting the meeting is Arthur W. Darr, Sr. (center) local president. Also at the meeting were (left to right) Larry Broudy, Samuel G. Calderone, recording & financial secretary; Darr; V. Joseph Sartini, general chairman, N&W; and Charles S. Chandler, BofRS vice-president.

Listening to President R. T. Bates (head of table at left) discuss national wage negotiations are these members of CTC Lodge 199 (seated at the left side of the table). They are (from rear toward front): Joseph Gleason, Walter Barrows, William Sewell, and George Brandenstein. At Bates' left is W. D. Best, BofRS secretary-treasurer.

known as political action committees, many of which are sponsored by large corporations.

The Brotherhood of Railroad Signalmen has a political action committee known as The Signalmen's Political League. No union dues may be used for this purpose, however members may volunteer to contribute to SPL. Brother Sartini pointed out that he has a dues deduction agreement with the Norfolk & Western. Members may have as little as $1.00 per month deducted from their wages by the railroad company which will be given to the Signalmen's Political League. Brother Sartini was able to sign-up a majority of the members present.

Guests at the meeting were Harvey H. Parker, general chairman of the Northeast General Committee, and R. W. McKnight, editor of The Signalman's Journal.

Illinois Lodge 108 holds summer meeting in DeKalb

On July 24, 1981, Illinois Lodge 108 of the Chicago & North Western met in Dekalb, IL. The meeting was chaired by Witt B. Harwell, Jr., BofRS vice-president. Chaplain for the meeting was Walt Myers. A financial report was presented by Vincent D. Unger, financial secretary and local chairman. Unger also reported on claims and grievances.

Henry S. Gerth, general chairman, discussed progress on negotiating one agreement with the C&NW. Also discussed at the meeting was system seniority.

Brother Harwell described progress in national negotiations. Also, he asked members to sign up for voluntary deductions for the Signalmen's Political League. He explained the importance of the Brotherhood becoming politically active and providing some financial support for Congressional candidates who are friends of railway labor. Members in attendance gave a one-time donation to SPL.

Nominations for local lodge officers and the grievance committee and trustees were held. C. D. Smith was nominated for local president. Vincent D. Unger was nominated for the positions of financial secretary and for local chairman. Mark A. Williams was nominated for recording secretary. James Baldwin was nominated for the position of first vice-president. Three members were nominated for positions as trustees and also for the local grievance committee. They were E. J. Garcia, S. A. Stanberry and R. B. Wlezien. As there were no opposition to any of the nominees, these members were declared elected at this July 24, 1981 meeting.

Illinois Lodge 108 members shown here (from left to right facing the camera) are: Mark A. Williams, recording secretary; William Vodden; Pat McCarty; and Jim McGrail. In front from the left are Walt Myers, Earl J. Garcia and Ted Scheidecker.

Conducting the Local 108 meeting was Witt B. Harwell, Jr. (center left) BofRS vice-president. Vincent D. Unger (left) is local chairman and financial secretary. General Chairman Henry S. Gerth (on Harwell's left) discussed progress toward one signalmen's agreement with the C&NW. At the right is Robert B. Wlezien.

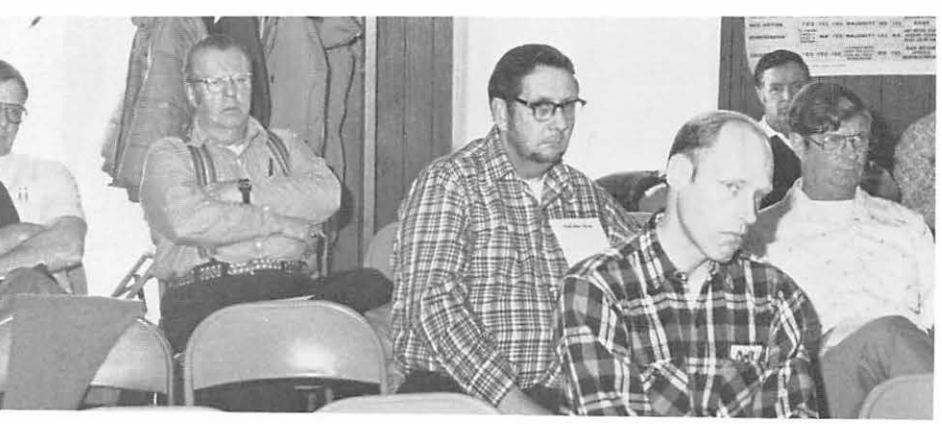
Enjoying a bit of conversation before the meeting started are (from the left) Ted Scheidecker, Earl Garcia and Walt Myers.

Chairing the Local 123 meeting was Robert L. Dankert (second from left), local president. Others at the head table are (from the left): Richard O. Shelton, local chairman; Douglas E. Peabody, financial secretary; Charles S. Chandler, BofRS vice president; Harvey H. Parker, general chairman, Northeast General Committee; Dankert; and John P. Messock, recording secretary.

With room to spare, Bob Heil (left) and Melvin Penrose, local chairman, listened to reports at the Valley City Lodge 123 meeting.

C&O signalmen attending the February meeting of Valley City Lodge 123 are (from the left): Kenneth Willyard, Mark D. Wilkin, and J. C. Jones.

Interested in the meeting are Gale McVey (left) and Edward L. Valencia, local chairman.



Listening to the debate discussion in Local 123 meeting are (from the left): Frank C. Pearson, Ken Willyard, Richard G. Carter, Paul Finn, Ken Synder and Clarence J. Hoaglin.

Valley City Lodge 123 meets in Lansing, MI

Chesapeake & Ohio Valley City Lodge 123 held its February 1981 meeting in Lansing, MI. The meeting was chaired by Robert L. Dankert, local president. Reports of claims were presented by Local Chairmen William J. Brooks, Bob Dankert, Melvin E. Penrose, Ricahrd O. Shelton and Edward L. Valencia.

A discussion into the possibility of combining the communications and signal agreements on the Pere Marquette district brought forth much comment on both sides of the question. General Chairman Harvey H. Parker

Absorbed in the debate at the meeting are Cary L. Baker and C. Rick Coleman (right), members of Local 123.

Listening to discussion at Local 123 meeting are Leonard B. Rauchfleish (left) and Mark C. Abner.

Caught by the TSJ camera at Local 123 meeting are Kenneth J. Synder (left) and William J. Brooks, local chairman.

reported on the carrier's possible attitude and what might be encountered in negotiations. Members, after lengthy debate, voted not to look into the matter of combining C&S agreements.

On working conditions, there was debate and the need for having two signalmen work together when crossing gates have to be replaced.

Brother Charles S. Chandler reported on national negotiations, the present status of the Railroad Retirement system funding and urged everyone to answer the Grand Lodge questionnaire concerning the BofRS Section 6 notice.

Reports were made by Financial Secretary Douglas E. Peabody and Recording Secretary John P. Messock.

Nominations held by Local 103

At its June meeting Aurora-Galesburg Lodge 103 held nominations for local lodge officers.

The following positions and members nominated are as follows:

President — J. B. Brewer and C. H. White

1st Vice President — P. M. Johnson

2nd Vice President — D. E. Dunn, G. D. Mescher and L. F. Parker, Jr.

Secretary-Treasurer — H. R. Neihart

Trustees (elect 3) — R. L. Bloodsworth, J. B. Brewer, C. E. Finkle, J. M. Houston, D. E. Johnson, M. H. McCleary, and M. K. Skinner.

Local Chairman — Wisconsin division, R. D. Frank; Illinois division, F. J. Fernandes; Missouri division, L. F. Parker, Jr.; and Iowa division, P. M. Johnson.

Getting a handshake is Tim Lucich (left) from Vice-President Chandler, who is congratulating him on successful completion of the GTW signal training program.

Also at the meeting are (left to right): Mahlon Scofield, Cliff Graw, Stephen Striggow, Alan Katona, Tim Lucich and Norm Hutchinson.

Getting the Chandler handshake and congratulations is Steve Striggow (left). Brother Chandler, BofRS vice-president, wished each successful graduate of GTW's signal training program well in their careers.

Congratulations are in order for Paul Putt (left) from Chuck Chandler, BofRS vice-president for Brother Putt's graduation from the CN signal training school.

Durand Lodge 14 meets in Battle Creek, MI

Durand Lodge 14 of the Grand Trunk Western held its February 1981 meeting in Battle Creek, MI. The meeting was conducted by T. H. Banicki, local president. A financial report was presented by Bruce A. Hazard, recording & financial secretary. Discussion and reports on claims were presented by Robert C.

Chairing the meeting was T. H. Banicki (second from left). At the head table (from left to right) are: Charles S. Chandler, BofRS vice president; Banicki; Bruce A. Hazard, recording & financial secretary; Harvey H. Parker, general chairman, Northeast General Committee; and Robert C. Buck, local chairman and vice general chairman.

At Durand Lodge 14 meeting were these signalmen: (left to right): Ron Bruinekool; Dennis A. Neff, local chairman; Robert Mann; Paul Putt; Theron Stultz and B. J. Perkins.

Buck, Chicago division local chairman; and D. A. Neff, Detroit division local chairman.

Vice-President Charles S.Chandler discussed and answered questions on application of the Hours of Service Act to signalmen. General Chairman Harvey H. Parker discussed the Section 6 Notice filed with the GTW.

Members were urged by Brother Chandler to answer the BofRS survey that would be mailed to them in March asking for comments about the BofRS and the Section 6 Notice served on the nation's railroads. They were also brought up to date on national negotiations and events affecting the signalmen.

Brother Chandler congratulated members who had completed the signal training program. Three at the meeting were Stephen Striggow, Tim Lucich and Paul Putt.Two others, Wayne Fowler and Dan Waugh, were not able to attend this meeting.

News About Members

Signalman wins Carnegie Medal

Daniel E. Cronin, signal maintainer for the Belt Railway of Chicago, has been awarded the Carnegie Medal for heroism. Brother Cronin is recognized for his rescue of Alexander J. Swiderski, signalman, Nozzio Blando, section foreman and himself on April 11, 1980 just before a derailment occurred at the hump in Clearing, IL. Brother Cronin's quick life saving actions were reported in the June 1980 issue of *The Signalman's Journal,* beginning on page 4.

Brother Cronin has received a monetary award, and a certificate confirming the award. A medal will be struck by the Carnegie Hero Fund Commission and sent to Brother Cronin, who is a member of Local Lodge 194.

Receiving a hearty handshake is S. H. "Spence" Heltzinger (center) director of labor relations for Amtrak, who retired May 28, 1981 in Philadelphia. Wishing him a most enjoyable retirement are William A. Radziewicz (right) assistant general chairman United General Committee, and James A. Early, assistant chief engineer communications and signals — electric traction, Amtrak.

Signalman to be in training panel

John E. Hansen, vice president, Brotherhood of Railroad Signalmen and national legislative representative in Washington, DC will be one of the panel members at the Education and Training Workshop held by the Communication and Signal Division, AAR, on Tuesday, October 6, 1981. The discussion in the State Ballroom of the Palmer House Hotel will begin at 3:20 p.m. Also, on the panel with Brother Hansen will be Harvey

Burlington Northern signalmen attending the Fort Worth regional meeting included the following: (standing, left to right) T. L. Ashenfelter, A. Green, Jr.; C. D. Bergvall, local president; T. R. Catherall, local chairman; C. W. Willenborg; E. S. Hunter and R. G. Hughes. Seated (left to right) are: T. L. Muller; G. P. Howard; William A. Class, Jr., general chairman; E. C. Smith; D. H. Querner and S. D. Lavender. They are members of Essman Lodge 133.

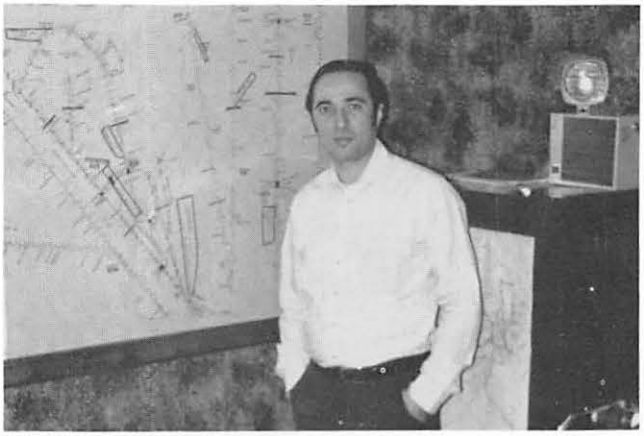
Alexander, chief engineer, communications signals, ConRail, and Joseph W. Walsh, associate administrator for safety, Federal Railroad Administration. Each panelist will discuss training expectations from his particular position and viewpoint.

The signal training panel discussion is sponsored by Committee G — Education and Training of the C&S division. Beginning at 1:30 p.m. the reports of the committee will be presented by Chairman R. L. Schmidt, manager of signal & communications training, Burlington Northern. J. E. Martin, senior vice president of operations, Illinois Central Gulf will discuss S&C training expectations from an operating man's view point.

The communications' training part of the program will include H. L. Massie, assistant chief engineer, communications, Santa Fe; A. Van Dorn, private radio bureau, chief, of the Federal Communications Commission and N. D. Schwitalla, international representative, International Brotherhood of Electrical Workers.

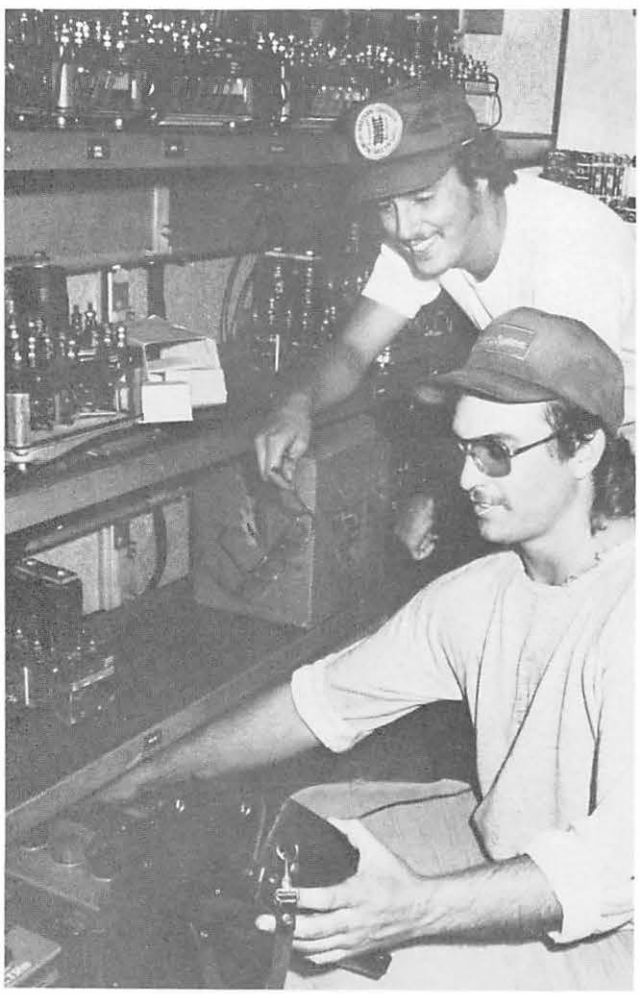
Following each panel discussion there will be time for questions from the audience and answers from panelists.

Milwaukee Lodge 61 signalmen pose for a picture taken at West Salem, WI in 1942 and 1943 during World War II years. They are: 1-unidentified, 2-Harry Bruder, 3-Phil Tocke, 4-Clarence Carlson, 5-LeRoy Jessen, 6-Merwin Fowler, and 7-Bill Edwards. Phil Tocke was the foreman at the time.



Trouble desk on ConRail can be a very busy place. Shown here is Pat Carucci, foreman and a member of Gateway Lodge 84 at the trouble desk in Hoboken, NJ. Map on the wall indicates all those lines ConRail operates for New Jersey Transit. During morning and evening rush hours it is most important that Brother Carucci is able to quickly contact members to correct any trouble.

Ham operator George B. Kabroth, Amtrak local chairman of Conestoga Lodge 106, is shown with his amateur radio equipment. On the wall are call signs of other ham operators whom he had contacted over the years. Brother Kabroth's call sign is W3PL1. Other signalmen who are ham operators include Walter W. Altus, Jr., BofRS vice president, whose call sign is WD9GCR and George Harrington, retired member of the Grand Board of Trustees whose sign is W4RAG. The Signalman's Journal would be interested in learning of other Brotherhood members who are ham operators. Please send us your name, and call sign or letters.

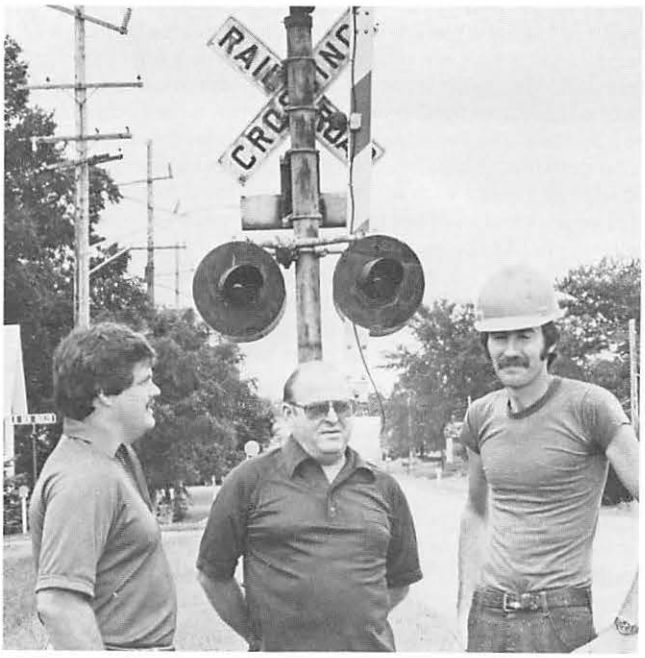


Checking voltage at a ctc bungalow on the Chesapeake & Ohio are Kelly Marks (holding meter) and Rod Rush, both assistant signal maintainers. They are at the North Judson, IN carrier house in ctc territory on the Cincinnati, OH-Chicago, IL line. Their territory runs from Mile Post 212 NJ to MP 260 at Hammond, IN. They are members of Gateway Lodge 135.

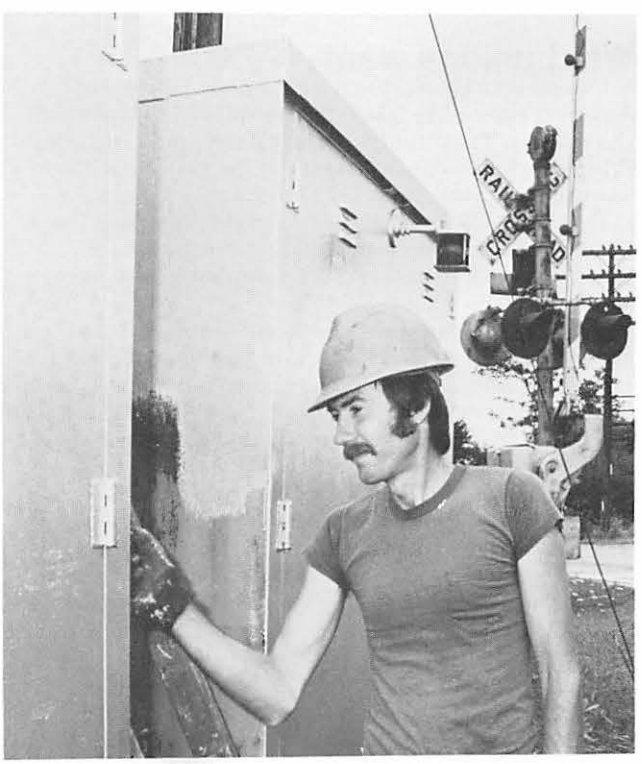
Some things we just can't afford to forget, like our best friend's birthday, or taking medicine that means the difference between sickness and health. If high blood pressure medicine is prescribed, you must take it every day. Here are some tips to help you remember to take it:

- Keep your pills where you can find them easily
- Buy a pocket calendar and mark each day when you take your pills; also note when you're due for a refill
- Renew your prescription at a drug store convenient to your home or where you work

Find a way to take your medicine every day as a habit. Then you'll have many healthy years ahead for remembering your best friend's birthday.



A visit by a Grand Lodge representative and assistant general chairman gives Brother Lucas a chance to find out what is going on beyond his territory. V. M. "Butch" Speakman, Jr., (left) grand lodge representative, and James A. Kistler (center) assistant general chairman, United General Committee, bring news to Brother Lucas.



Painting is just one of many chores a signal maintainer must do to keep his equipment in good condition. Ray Lucas is at work at Indiana Route 8 near Hebron, IN where it crosses ConRail. Lucas is a member of Victory Lodge 73.

Why Unions?

Ever walk into your local chain department store and ask to see the president? Or into your local telephone office and ask for an appointment with the chairman of the board?

Or maybe you are a high school student or one of the millions of college students in America. How many times have you talked with the principal or president of the college or university? For that matter, how many times have you personally talked to your professor in that large auditorium-packed lecture course, "Humanities 1," or something similar?

Now suppose you are out in the world working for a living as an engineer or technician or administrative and clerical worker in an aerospace, electronics, or insurance firm. Or in one of the big companies in the basic industries such as steel, auto, or food processing. Or as a skilled building trades worker. You need a day off to move to a new home, or to look after things at home because your spouse is ill. Or maybe you unexpectedly come down with sickness. Do you call your supervisor or department head and ask for time off? What if the supervisor says "No?" What do you do then? Go to the chairman of the board?

Or maybe you've been a loyal, productive worker for the past year or two. You know the company is doing well and making money. So you want a raise and figure you're worth more than you're earning. Do you ask your boss? What if the boss says "No" or offers a few pennies?

What do you do then?

Or assume you've been a loyal dedicated employee for 17 years. You've got a husband or wife, kids in high school hoping to go to college, equity in the house and stature in the community. You are over 40 but retirement is a long way off yet. Then one day your company is merged with or acquired by another one. New management moves in and decides you're through. They want younger employees; it's new company policy. Or they want more efficient production and are installing some new automated equipment that eliminates the need for your job — and you.

What do you do then and who do you talk to about finding a new job or taking another job in the same company through job retraining? How are you going to pull up roots in your community?

In each of these cases, what can you as an individual do to protect yourself and your livelihood? Who has the final word if you disagree with your employer's decision?

Now consider that there are millions of other wage and salary earners, just like you, working for a living in organizations or firms that are apt to be very large, fluid and impersonal.

Some people say you can't fight city hall or buck the boss. In a democracy, this isn't true. You can. And this is what unions are for. To establish industrial democracy in our private enterprise and corporate-oriented economy. To represent the individual's interest when the company's interest conflicts with it or fails, even, to consider it. To represent the public or government employee as he seeks to apply industrial democracy to his job and working conditions.

Look at it this way. Without collective bargaining, the individual employee has no voice, but is subject to every arbitrary decision the employer makes. Some minimum legal standards excepted, the employer sets hours of work, level of wages and salaries. He determines job assignments, production quotas, and when promotions are involved, he can reward his favorites and ignore qualified workers of longer service. He can lay off or fire whomever he chooses

— for any reason or even for no reason. He can manipulate the organization chart and demote or shunt aside.

He can, in fact, be a dictator, answerable to no one but himself. Neither democracy nor human dignity has any place in this scheme of things.

In a nation, the benevolent dictator, trying to look out for the best interests of his subjects, is no substitute for democratic government. And a paternalistic employer is no substitute for democratically structured employee organizations and collective bargaining.

Where there is collective bargaining in industry, the individual worker has a voice and is not subject to arbitrary decisions. That worker shares with other employees and with the employer the responsibility for establishing orderly procedures for determining wages, hours of work, rates of production, promotion and layoff policies, and just penalties for the violation of necessary work rules.

As part of a union, you have the strength that comes from numbers and, through your union, the ability to hire able staff people — negotiators, lawyers, research specialists, and others who are skilled in the arts of collective bargaining.

Only as part of a group do you have the economic strength that permits bargaining with the employer on a basis approaching equality.

You may not find all the answers to your job problems by becoming a union member. But you will be free to present your problems and have them considered. This is the function of shop and department stewards, grievance committees and business agents. If you don't like the job they're doing, you have an opportunity to do something about it. They're not appointed. They're elected — by you and your fellow employees. The same goes for the other union officers. They're democratically elected and the members do the nominating.

The policies and conduct of the union are determined by its constitution and by-laws and these, too, are subject to amendment and change by the membership.

More workers are forming or joining unions. And it is easy to see why. In this day and age of high speed technological change, multinational corporations and conglomerates, if we didn't have unions for the people who work in them, then we'd probably have to invent them.

This is why teachers, fire fighters, government employees, engineers and technicians, newspaper reporters, college professors and actors and actresses have formed unions just as steel workers, rubber workers and construction workers have.

But we're getting ahead of ourselves. Let's go back a minute and see where unions came from.

The trade union is one of our oldest economic institutions. It is a good deal older than the business corporation, for example.

Where unions come from?

The history of trade unionism in this country is frequently dated from 1792, when a local union was formed by the journeymen cordwainers (shoemakers) of Philadelphia. Within the next ten years, unions of shoemakers, carpenters and printers were founded in Baltimore, Boston, New York and several other cities.

Until after the Civil War, most of these trade unions were located in Atlantic seaboard cities and were local unions of workers in a particular trade or industry. These isolated locals sensing the need for greater strength formed city-wide federations called "trade assemblies" for mutual aid and support in strikes and emergency situations. They also functioned as boycott organizations, published newspapers, took political action and lobbied for local government legislation favorable to their members. Today these federations have evolved into city central bodies or state central bodies and their functions are much the same.

But local unions also found it necessary to join with other locals within the same trade or industry. These national unions were labor's answer to dealing with employers who were selling their goods in a national market. Machinist local unions in New York, for example, worked for iron foundry employers who were competing with other iron foundries in Cleveland. In this national competition, the isolated New York local union soon found itself competing with its counterpart local union in Cleveland and in other plants of the industry located elsewhere. As the employers competed, wages, as a cost of production factor, were bid down and the lowest rates in the industry tended to prevail throughout the country.

So when anyone asks, "Where did trade unions come from?," you might say they came out of the necessity of the working people to look after their own interests as businesses and industry organized and developed along national lines.

Another way to look at it is on the basis of self-interest as expressed by both labor and management — the employer and employee. Each promotes his own self-interest. Wherever we find competing self-interests, we find the possibility of conflict. It was out of such conflict that the trade union movement was born. And it was to resolve the issues such conflict produces that collective bargaining was developed.

One thing about it, 200 years have brought little change in the issues at stake or the basic need for unions. The individual member — whether a cordwainer or computer engineer or programmer, artisan or actor — still has basis economic and social needs and has to deal with an employer to get most of them. Forming a union or joining a union makes the job a whole lot easier.

What unions want

Union members represent a broad cross section of America. They come from all walks of life in all parts of the country. They want what any American wants. Peace. Prosperity and security. Dignity of the individual. They want these for each and every American.

There are two ways they go about getting them. One is through collective bargaining. The other is through political and social action. Let's talk about them one at a time.

Collective bargaining is a rational, democratic and peaceful way to resolve conflict. In recent years, some 150,000 collective bargaining agreements have been made. Only two percent of them were affected by strikes. So in 98 percent of all cases, collective bargaining was successful. Not a bad record.

Back around the turn of the century, things were different. There were not very many unions then, and those that existed had a tough time of it. Employer resistance to collective bargaining was fierce and many times violent. There was no National Labor Relations Act then to give workers the right to organize and to promote collective bargaining. But workers persisted and the fledgling unions survived. Collective bargaining became the accepted way of regulating employer-employee disputes.

It took a lot of nerve for employees to stand up for their rights in those days. There were no job safety standards, paid vacations, sick leave or retirement plan. Hiring and firing, promotion and layoff policies were under the exclusive control of employers.

But they did it, and today we are enjoying the results.

You can't put a price tag on the human dignity individual workers feel when they stand up for their rights, either.

It hasn't changed today. Every time the union-negotiated contract expires, the members have to assess the situation again. They look at their wages and compare them with current price levels; look at company profits; determine if pensions, health and medical care plans are adequate. These are the quantitative factors that go into wages and salaries at collective bargaining time.

There are qualitative factors, too. Things like work rules, work speeds, occupational safety and health, time off for vacations and holidays, and promotion policies.

Put them all together and you have a package of wages, benefits, and work rules that becomes the subject of contract negotiations. Employers — large or small — don't just hand out this package. The employees have to stick together, send their elected representatives into the negotiating room with employers or their representatives, and through a process of fact finding, discussion, argument and debate, make an agreement on just what the package will contain. Then the membership has to ratify or reject it.

We call it collective bargaining, and it has played a vital part in lifting the living standards of the American worker to the highest level in the world.

Think about this next time you hear a company official say, "Here's what we give our employees." Even if that company doesn't have a union or the employees he is talking about aren't part of the union in the firm, do you really think they would give these wages and benefits if there were no unions? Maybe. But it isn't likely unless a pattern of union-won gains is in existence.

But even then, the employee has no voice in matters affecting the job. Where's the dignity in that system? Or security?

About strikes

Unions negotiate for agreements — not strikes. No union wants a strike. Strikes develop only when both sides — labor and management — can in no other way reach an agreement.

To a union member, a strike means sacrifice for himself and his family. And he will not vote to go on a strike unless the issues involved are so great they are worth the sacrifice.

Remember, strikes are not called or ordered by union leaders. They are voted by the union membership — to take strike action or not to take it — and the majority rules.

We've already said 98 percent of all contracts negotiated result in agreements achieved without a strike. In fact, the work time lost because of strikes in recent years has been less than three days for every four work years. The common cold causes more lost time than strikes.

But strikes are controversial and controversy makes news. This, no doubt, is why many people think strikes are the rule rather than the exception.

Management can trigger a strike simply by refusing to bargain or to yield on a point of contention. But the union has to take the first overt action and the strike is the first visible sign of dispute. This probably accounts for the public blaming unions for strikes in many cases.

But the right to strike — or right to withhold one's labor in unison and agreement with fellow workers — is paramount to maintaining democracy. In totalitarian countries the right to strike is prohibited along with all other freedoms. Put in proper perspective, then, the right to strike is a matter of freedom, and a democracy cannot function without freedom.

Politics and unions

Collective bargaining is one way to help achieve peace, prosperity and security, and individual dignity in America today. The other way is through political action.

Union members learned early in the game that they can lose in the halls of the legislature what they've gained at the collective bargaining table. Union security is a good example. Prior to 1947, many unions had made bargaining agreements with companies and employers that if the union was going to represent all workers, then all workers should belong to the union. This seemed reasonable, since unions are legally bound to represent all employees in the bargaining unit, whether they are union members, pay dues, attend meetings and participate in the decision making process or whether they don't.

Then some regressive and reactionary employers banded together and in an expensive and high-powered lobbying campaign began pressing for legislation in Congress to make it possible to outlaw such agreements. Congress went along and permitted states to enact laws banning such agreements.

Today, in 20 states, the law allows an individual to benefit from a union-negotiated contract without paying dues or contributing anything toward maintaining the union or servicing the contract.

He's a free rider on the backs of his fellow employees. And there's not much dignity in such a distinction.

It is interesting to note, too, that there is not much prosperity in the states that have these so-called "right-to-work" laws. In North Carolina, for example, where few workers are organized, the average weekly wage of a production worker in manufacturing is about $100 a week less than in the state of Washington, where nearly half of the workforce is organized. The difference is $5,200 worth of lost income per worker per year in North Carolina..Not to mention a lower standard of living and a less profitable level of economic activity for merchants and businessmen. We get the same conclusion when we compare Virginia with West Virginia — in fact, when we compare all the states that forbid union security agreements with the 30 other states that permit it.

But the trade union movement, as a whole, does not operate on the narrow grounds of self-interest. It exists to help those people least able to help themselves.

It exists not only to win fair wages and working conditions and employment security for its members, but to champion the cause of justice and equal opportunity for those people beset by ignorance, poverty, prejudice and discrimination.

This means unions have a clear obligation to represent the interests of a great many people who are not union members.

This is why labor has a lobby. Sometimes it's called the "People's Lobby," because it pushes for legislation that doesn't benefit union members directly but helps those who don't have full-time personal representatives in the state capitals and in Washington to look out for their interests. Labor's record of support for free public education, for instance, goes all the way back to 1832. And labor was in the forefront with teachers, church leaders, and university professors to get federal aid for grade schools, high schools and colleges and universities in the 1960s. Scholarships and loans for poor and needy students are part of labor's legislative program in education, too.

Then there's the case of minimum wage legislation. Almost all union members make more than the federal minimum wage. But an awful lot of people who aren't union members make less. And a lot more wouldn't be making the minimum if the law didn't exist. Labor was the first organized group to fight for a minimum wage, and

today it is pressing for legislation that will assure that the minimum wage will not fall behind the level of inflation or the government's official poverty level. A minimum wage protected against inflation is the best way to fight poverty and to help the working poor.

Equal employment opportunities, voting rights, civil rights, workers' compensation, unemployment compensation, and public health programs — all are the result of the "people's lobby" approach to legislation.

These programs contribute to the nation's progress and the worker's prosperity and job security. And they help others less fortunate to stand up as dignified individuals.

American unions are wed to no single party; they support liberal and progressive candidates in both major parties. Neither have they tried to form their own national political party. Union members participate in the existing parties to make their voices heard and their votes felt when it comes time to select candidates, write party platforms, and persuade people to vote for their favored candidates and programs. In the AFL-CIO, union members do their political work through the Committee on Political Education (COPE). Their interest begins at the grass roots level and their work begins there at the precinct level. It continues up through the party structure to county conventions, district conventions, state conventions, and national conventions. It consists of registering voters, distributing literature and campaign materials on issues and candidates, and getting out the vote on election day. Participating in politics is 90 percent sweat and 10 percent brain, but union members know there is no substitute for hard work. No one ever said making democracy work is easy.

So unions are in politics for three good reasons: to protect themselves and the gains they have won through collective bargaining, to promote justice and equal economic opportunity for all, and to elect public office holders who believe in both.

Facing the future

If you are now working on a job, or just out of high school or college, or otherwise active in the labor market then you have a lot of job thinking to do.

Give just a moment of thought to the long history of the trade union movement in this country and compare the days of the past with the here and now. Then look to the future. The big employers aren't getting any smaller, the rate of change isn't slowing, but it is opening up new kinds of jobs.

Think about the opportunity to join a union — about collective bargaining — about industrial democracy and peace, prosperity and security, and individual dignity on the job.

It's something to think about.

Personal Aids & News

How to keep food safely

Food poisoning is the great master of disguise. You could be up half the night with an upset stomach, headaches, and nausea and think that you've caught a "flu bug" or virus that's going around. But that may not be the case.

A lot of people get the flu. But a lot of people who think they have the flu are really suffering from a mild case of food poisoning, caused by tiny organisms called bacteria. If you are sick for more than a day, check with a doctor. There probably isn't much you can do to prevent the flu. But you can prevent food poisoning.

You can prevent food poisoning

Preventing food poisoning starts when you buy food at the supermarket. You then have to keep working to prevent food poisoning as you store, prepare, cook, and serve food at home. Food poisoning prevention can be broken down into three simple rules: Keep food hot, keep food cold, keep food clean.

Keep food hot

Germs that cause food poisoning are generally killed when you boil, broil, or roast foods. However, when food stays at room temperature for longer than 2 hours, some bacteria may start to multiply. Some organisms even produce poisons that are not destroyed by heating and cause food poisoning. So once food is cooked, keep it hot until served, and refrigerate leftovers at once. Remember, germs seldom change the taste, odor, or appearance of food.

Here are some tips to prevent food poisoning while cooking meat and poultry:

Allow frozen products more time to cook. You generally need to cook an unthawed product one and one half times longer than thawed product.

Cover leftovers to retain moisture. Reheat all the way through. Bring gravies to rolling boil.

Insert a *meat thermometer* into thickest part of meat—should not be in the fat or touch the bone.

For poultry, insert thermometer into the thick part of the thigh next to body of bird.

Keep food cold

Germs don't multiply very fast if the storage temperature is 5 degrees Celsius (40 degrees Fahrenheit) or below. So, store meat, poultry, eggs, milk, cheese, and other perishables in the refrigerator. Here are some tips on how to safely store meat and poultry.

Meat and poultry may be stored as purchased in plastic wrap for a day or two. For longer storage time, remove from store wrapping and wrap very *loosely* in wax paper or plastic wrap. The refrigerator temperature should be set to 5 degrees Celsius (40 degrees Fahrenheit). Use a thermometer to check your setting.

To store in a freezer, wrap meat and poultry tightly in freezer paper, plastic wrap, or foil and place in the freezer. Put the newest items in the back or bottom of freezer and the old ones at the top or front. Date the packages and use the oldest first. The freezer temperature should be -18 degrees Celsius (0 degrees Fahrenheit).

Cover meat and poultry leftovers and store in refrigerator. Use in 2 days. Use covered container or wrap tightly to store in freezer. Keep in mind that warm leftovers will raise the interior temperature of the refrigerator somewhat.

Read the label of canned meat and poultry; refrigerate if necessary. Otherwise store in cool, dry place. Use within 1 year. Date the cans.

In preparing meat and poultry salads, make sure that all ingredients are thoroughly chilled. After mixing, place in shallow containers that will allow the heat gained during mixing to be removed quickly. Place in refrigerator.

The best way to thaw meat and poultry is in the

refrigerator. However, meat and poultry may be thawed outside the refrigerator by putting them in a sealed plastic bag and placing the bag in a container of cold water. Change the water frequently in order to keep it cold. Or, place on a tray in a double brown grocery bag and leave at room temperture. Double bags provide insulation and allow even thawing to occur (1 pound per hour).

At the supermarket, always pick up meat, poultry, and dairy products last, and get them home and into the refrigerator or freezer quickly. Don't leave them in the car trunk on a warm day while you do other errands. If these products get too warm, food organisms may have a chance to multiply to dangerous levels and food poisoning can occur.

Keep food clean

Keep germs off meat, poultry, and dairy products by washing utensils, platters, and countertops with soap and hot water before and after touching raw meat and poultry. Be careful not to spread germs from raw meat to cooked meat through cross-contamination. Wash utensils and platters after they have come into contact with raw meat and poultry and before they touch any cooked product. The same goes for your hands — or rubber gloves.

Germs are a natural part of the environment, so you need to be careful to keep things clean — especially your hands. Be sure to bandage cuts and sores before you handle food. Keep pets out of areas where food is prepared in the kitchen. Also teach children to wash their hands before handling food.

Using these three rules — Keep food HOT, Keep food COLD, Keep food CLEAN — can keep your family safe from nearly all food poisoning. However, there are a few other things you need to keep in mind about some kinds of foods.

Hamburger

Ground meat must be handled carefully and cooked until it is at least brownish-pink in the center. Never serve raw. Ground meat requires special care because when it is ground, germs on the surface are spread throughout the meat.

Ham

Know what kinds of ham you've bought. Some need to be cooked; others are fully cooked and can be eaten as they come from the package. Check the label, and if you have any doubts — cook the ham.

Turkey, chicken & duck stuffings

Cook poultry products completely. If you prepare the turkey, chicken, or duck the day before you plan to cook it, store it in the refrigerator. Store giblets separately. This rule also applies to stuffings. Always stuff the bird right before roasting. If the bird is stuffed, stuff loosely to allow heat penetration. Refrigerate leftover poultry and stuffing in separate dishes — within two hours.

Hot dogs and lunch meats

These products should be stored in the refrigerator. Don't treat them as though they can't have food poisoning germs — they can!

Unopened vacuum-sealed packages of lunch meats may be kept in the refrigerator for 2 weeks. Once opened, wrap well and use within 3-5 days. Store frankfurters in their original packages, and for best flavor use no later than one week after the "sell by" date printed on the package.

Eggs and egg-rich foods

Use only clean, unbroken, odor-free eggs any time eggs are not going to be thoroughly cooked, such as in soft-cooked eggs, poached eggs, scrambled eggs, omelets, uncooked salad dressings, ice cream, or soft custard. Cracked or soiled eggs can contain harmful bacteria, and should be used only in recipes that call for thorough cooking, such as hard-boiled eggs, baked goods, and casseroles. Hot foods with a high egg content should be served hot. Egg-rich foods which are to be served cold should be refrigerated as soon as possible, and should remain refrigerated until serving time.

Canned foods

Do not buy or use food from containers with these faults: leaking, bulging, or severely dented or damaged cans; cracked jars or jars with loose or bulging lids. Do not taste or use food that has a foul odor or any food that spurts liquid when the can is opened. These foods could contain the rare but often fatal botulinal toxin. Botulism can occur in improperly home-canned foods or in commercial products; therefore, care must be taken with either type if containers appear to be faulty.

If you do can your own food, always can vegetables, meat, or poultry in a pressure canner. A boiling water bath, an oven, a steamer, or an open kettle will not heat products enough to kill the bacteria that cause botulism. However, tomatoes, pickled vegetables, and fruits can be

COOK TO TEMPERATURE SHOWN

(Thermometer Inserted Into Meat)

	Celsius	Fahrenheit
FRESH BEEF		
Rare	60	140
Medium	71	160
Well Done	77	170
FRESH VEAL	77	170
FRESH LAMB		
Medium	77	170
Well Done	82	180
FRESH PORK	77	170
CURED PORK		
Ham, Raw		
(Cook before eating)	71	160
Ham, Fully cooked		
(Heat before serving)	60	140
Shoulder		
(Cook before eating)	77	170
POULTRY		
Turkey	82-85	180-185
Boneless		
Turkey Roasts	77-80	170-175
Stuffing		
(Inside or outside the bird)	74	165

processed safely in a boiling water bath because they contain a higher acid level than do the other products. But don't use overripe tomatoes for canning, since tomatoes lose acidity as they ripen.

Always follow canning directions carefully, and take each step in order. Do not take shortcuts. Make sure your equipment is in good working order. Always use fresh products and keep meat and poultry stored in the refrigerator or freezer before canning. Safely thaw frozen food before canning. Boil the vegetables for at least 10 minutes before eating. Boil spinach, corn, meat, or poultry for at least 20 minutes. Destroy any food that foams, or looks or smells spoiled.

What to do when the freezer fails

Once you learn how to properly store food, your freezer can be like a faithful friend. But what happens when it breaks down or the power goes out? Try to find out how long it will be before your freezer is working again. Keep the freezer door closed. Don't keep opening and closing it to "check on the food." A fully loaded freezer will stay cold enough to keep food frozen for 2 days. A half-full freezer will only keep food cold for a day. Meats that still contain ice crystals or have been maintained at 5 degrees Celsius (40 degrees Fahrenheit) or below for less than 2 days may be safely refrozen. Some quality may be lost, but the product is still wholesome. Throw out any food that has an unusual color or odor. Never refreeze ice cream.

If it looks like the power will be off for a long time or your freezer won't be repaired for a while, use dry ice. If dry ice is placed in the freezer soon after the power goes off, 25 pounds should keep the temperature below freezing for 2 to 3 days in a 10-cubic-foot, half-full freezer and 3 to 4 days in a full freezer of the same size.

Handle dry ice carefully. Be sure the room is well ventilated, and never touch dry ice with your bare hands. Place the dry ice on cardboard or small boards on top of packages, and do not open the freezer again except to put in more dry ice or to remove it when your freezer is working again.

If using dry ice is not possible, move food to a food locker. Carry it to the locker in insulated boxes or thick layers of paper to prevent thawing. Or possibly a neighbor may be willing to store some of your food until your freezer is working.

Sources of food poisoning

Several different kinds of germs (bacteria) can cause food poisoning. A group of them called *Salmonella*, are normally found in warm-blooded animals — cattle, poultry, swine, and so on. These germs may be found in raw meat, poultry, eggs, or dairy products. These same foods, as well as vegetables and other crops that come in contact with the soil (such as herbs), may be the source of a bacterium called *Clostridium perfringens*. Growth of this organism may occur when foods such as stews, soups, or gravies are stored improperly or left at room temperature for long periods of time. *Staphylococci*, or *Staph* organisms, occur normally on human skin and in the nose and throat. These germs can be transmitted to food when handled; therefore, anyone infected with *Staph* should not prepare food. When custards or salads containing meat, poultry, potatoes, or eggs are kept under improper temperature conditions, and *Staphylococci* are present, growth to unsafe numbers may occur and produce a toxin that causes food poisoning.

Botulism is a rare but deadly kind of food poisoning. The bacteria which cause it, *Clostridium botulinum*, are found naturally almost everywhere — including soil and water. They become dangerous when they are triggered to multiply and produce their poison. Low-acid foods — such as meat, poultry, green beans, beets, or corn — which are improperly canned can be breeding grounds for this bacteria. More incidents of botulism are due to products canned improperly at *home* than those manufactured by industry. But care should be taken in either case. Throw away any severely dented, swollen, or burst can, or any cracked or broken jar — these could be indications that the botulism organism is present.

Remember the rules

Remember three key rules: Keep food hot. Keep food cold. Keep food clean. Under most circumstances, following these rules, coupled with the exercise of good common sense, will protect you from food poisoning.

But if you do get sick, see your doctor. Think about how you stored, cooked, and served your food the last few days. If you believe the problem came from outside your home, call your local health authorities.

Other Food Safety Publications (English and Spanish)

Safe Brown Bag Lunches
Holiday Food Safety
Summertime Food Safety
Food-Borne Bacterial Poisoning (English only)
How to Fight the Food Spoilers (mini-poster)

For a free copy, write to FSQS Information, Room 3606-S, U.S. Department of Agriculture, Washington, DC 20250.

Tunes from an Old Rail

By Oscar E. Miller

Poems composed over the years 1923-1961 by the former signal engineer, Terminal Railroad Association of St. Louis. Our thanks to Phillip A. Smith, superintendent communications & signals, TRRAStL for loaning us this book of Oscar Miller's poems so that we might reproduce them for the enjoyment of our readers.

Copyright 1961 by Oscar E. Miller

Cheating Death

Once at a Kansas water tank
  Where engines stopped and hoboes drank
I saw a train pause in its flight
  And from the cab a man alight,
And as his feet lit on the ground
  He started out to "oil around".
He filled the oil cups to the brim
  And now and then he'd reach way in
And grease some hidden, vital part
  Which seemed to be the engine's heart.

I looked with interest on this chap
  With overalls and dark blue cap,
And thought I'd have a word to say,
  Or maybe pass the time of day.
I had my bundle on my back

As I walked over to the track,
For I'd been waiting all the day
To catch a train that went my way.
I'd worked the harvest, thought I'd go
To my home town in Ohio.

At once the blood within me froze
I felt a chill run to my toes,
For suddenly without a sound
A hideous face had turned around,
And viewed me with a gruesome leer
That filled my soul with dreadful fear.
The engineer before me stood,
'Twas not a man of flesh and blood,
But subject for a house of death
His body lived, but had no breath.

He nearer came; I would have fled
From this dread spectre from the dead,
But charmed by his wild, glaring eye,
I could not flee, I did not try,
But I obeyed the terse command
He gave me with his bony hand.
With quaking knees and heart's wild beat
I climbed up on the driver's seat
I felt no fires quick warming breath
It only was a train of death.

That engineer came up inside,
Sat down and "opened her up wide"
And as I gazed out on the ground
We forward went without a sound,
A cyclone speed we soon did gain
As we tore down that eastward main
A spectre train it was indeed,
With Death, the master, in the lead.
And not a sound I ever heard,
The engineer said not a word.

The signals glared a ghastly green,
As out the window I did lean,
The night was foggy, cold and damp
And almost hid the signal's lamp,
But as I looked I saw ahead
A yellow signal, then a red,
And I could far off just discern
The bright, red lamps which brakemen burn
Upon the rear of trains to mark
Their presence in the night's thick dark.

The engineer seemed not to care,
He did not try to set the air,
But with a wild triumphant leer
He shrieked into my nearby ear
Those words which took away my breath.
Those fearsome words were these - "Tis Death"
With brain awhirl I knew 'twas so,
As ever faster we did go,

My trembling lips then framed this prayer,
"O God I pray Thee, set the air".

No sooner did my prayer cease,
Than did the train's wild speed decrease
And soon the engine stopped and stood
Beneath that signal red as blood.
And right ahead, out on the main
Was stopped a crowded Pullman train,
And as I looked I heard Death say,
"Again I'm cheated of my prey
I'm robbed of a fine joyous time
When souls of men on earth are mine".

From my wild dream I woke in fright,
My sleep was ruined for that night,
I felt I'd been down in the grave
Beyond all human power to save.
Then suddenly brought back to life
To be again with kids and wife.
And from that time up to these days
I've always tried to sing the praise
Of that which saved my death-bound soul
The Automatic Train Control.

The Inkslinger

The poor signal draftsman's a hardworking gink,
Who labors with ruling pen, pencil and ink;
His long days are filled with heartaches and care,
and often he's buried in deepest despair,
When he's worked for a week on a big lengthy plan,
And he's made it the very best job that he can,
But the powers that be have said with disdain,
"We're going to change this whole layout again."

"We're going to cut out this A. P. B.,
And put in two tracks where the one used to be,
This derail comes out and one goes in here,
With a signal to govern it placed somewhere near.
The dog chart and locking sheet must be revised,
A few minor changes, the job is small sized,
And I want you to see that you do not fail,
To send this plan out in the afternoon mail."

The draftsman breathes deeply, but doesn't ask why,
Like the gallant six hundred, he must "do or die,"
So he sits down and figures in wildest dismay,
How he'll get the job out in just half a day;
And he battles again with circuits and dogs,
Till his brain seems a wreck with a lot of
stripped cogs,
But the plans go out to the hardworking crew,
Who put in the signals, as signalmen do.

BROTHERHOOD OF RAILROAD SIGNALMEN PRESCRIPTION EYEWEAR PROGRAM

FREE PAIR OF PRESCRIPTION EYEGLASSES

Order 4 pairs of prescription eyeglasses during your coverage period and you can receive a fifth pair FREE. Simply pay $2.00 postage and handling – Full details in your program brochure.

Dear Brother,

Being able to see properly is important to all of us and present or potential problems shouldn't be ignored. Balance this against the highly inflated prices of retail eyeglasses as well as other health care expenses and it becomes a problem of economics versus good sense.

Cost shouldn't be a factor in caring for your eyes. But it is. That's why we are proud to introduce a unique new health care program that can provide substantial savings. Savings of hundreds of dollars for you and your family.

It's the Prescription Eyewear Program and it is designed to dramatically lower the cost of prescription eyeglasses. Through this program you can save up to 80% on eyeglasses, bifocals, trifocals, sunglasses . . . even hard and soft contact lenses.

Members participating in this Brotherhood of Railroad Signalmen sponsored health care program pay a nominal family fee of $12.95 (good for 13 months applicable to program coverage dates shown at right). They continue to receive their vision care from their eye doctor while the eyeglasses are provided at reduced prices through this program.

Complete details are outlined below. The prices are low and are GUARANTEED for the first full year of participation.

Sincerely,

R.T. Bates
President

Note: The Brotherhood of Railroad Signalmen Prescription Eyewear Program is for the benefit of members of the Brotherhood of Railroad Signalmen. No funds of the Brotherhood of Railroad Signalmen are expended for the operation of this prescription eyewear program.

Distance or Near
Prescription Eyeglasses
Retailing $30.00 – $80.00
Per Pair Complete

$9.99

Bifocal
Prescription Eyeglasses
Retailing $50.00 – $125.00
Per Pair Complete

$21.99

The prices listed above include a choice of eyewear frame, pair of prescription lenses, fabrication of eyewear and protective eyewear case. Add $8.00 for metal and high fashion styles.Frames may be purchased separately at $5.00 or $13.00 depending on style. Add $2.00 per pair for postage and handling on all orders.

EXAMPLE OF POSSIBLE SAVINGS

Family of six requiring prescription eyeglasses
(2 pairs bifocals + 4 pairs single vision)

Possible Retail Prescription Eyewear Cost	$600.00
BRS Eyewear Program Cost includes metal frames and postage application fee not included	$115.95
Potential Annual Savings	$485.05 80.66%

WHAT THIS PROGRAM OFFERS . . .
The Prescription Eyewear Program allows participating members, both active and retired, to purchase their prescription eyewear at possibly the lowest prices available in the United States. Prescription eyeglasses currently retailing from $30.00 to $80.00 may now cost less than $10.00. Expensive bifocal eyewear retailing from $50.00 to $125.00 may cost under $22.00 complete. The comparison price list shown here, based on current retail prices, provides an example of the potential savings.

A WIDE SELECTION OF QUALITY FRAMES . . .
Participating members or families receive an illustrated catalog showing the variety of frames available through this program. Displaying first quality, nationally recognized plastic and metal frames, this catalog is similar to that sent to retailers by manufacturers. Only brand name frames that are both United States and union made are offered. No inferior imported frames are represented.

GOVERNMENT APPROVED LENSES . . .
All prescription lenses are made in the finest U.S. laboratories and are first quality prescription ground meeting exacting federal standards.

HOW THE PROGRAM WORKS . . .
Included with the catalog of selected frames are six individual prescription order forms that can be used to order six different pairs of prescription eyeglasses. Family members requiring eyewear choose a frame style and color from the up-to-date selection. Individuals continue to receive their vision care from their doctor while the eyeglasses are provided through this program. The eye practitioner or dispensing optician fills in the information concerning frame and prescription specifications on the eyewear order forms contained in the catalog. The completed order form is then sent to the laboratory for fabrication. The finished pair of eyeglasses is then returned to the proper individual for verification and adjustment prior to wearing.

WHAT DO I GET AND HOW MUCH IS IT?
The $12.95 Annual Family Application Fee entitles members of the immediate family to purchase eyewear through this program at dramatically discounted prices. Additional payment is only required when a pair of eyeglasses is ordered. The eyeglass fee payment is sent along with the completed prescription order form when a pair of eyeglasses is desired. This fee includes the eyewear frame of choice, pair of prescription ground lenses, fabrication of eyewear and a protective eyeglass case. Not included are: professional services such as eye examination, determination of proper correction, fitting, dispensing or postage. Each family is allowed as many as six different pairs of prescription eyeglasses annually. Prescription lenses are limited to 6.00 sphere, 2.50 cylinder and +1.00 to +4.00 Add. Prices for prescriptions that exceed this wide range of powers will be furnished prior to fabrication.

SPECIAL ORDERS . . .
Special orders can also be provided for members and their families at substantial savings. Prices are quoted prior to fabrication. Special orders include: Prescription and Non-Prescription Sunglasses, Special Frames, Tinted Lenses, Sun Reacting Lenses, Plastic Lenses, Safety Eyewear and both Hard and Soft Contact Lenses.

NATIONAL DIRECTORY OF PROFESSIONALS
Members and families may deal through their regular eye doctor. If not currenlty under the care of a vision professional a National Directory of Eye Doctors is available to assist families in seeking vision care services. This directory may provide families with names, addresses, office hours and fees of pre-selected eye doctors in each state.

ALSO AVAILABLE . . . SOFT CONTACT LENSES
Bausch & Lomb Soflens or American Optical AO Soft for $49.99 per pair.

HOW TO ENROLL IN THIS BRS HEALTH CARE PROGRAM . . .
1. Complete the application below.
2. Mail your completed application and check in the amount of $12.95 payable to BRS EYEWEAR PROGRAM to:

BRS
Prescription Eyewear Program
180 N. LaSalle Street, Suite 3220
Chicago, Illinois 60601

QUESTIONS? CALL:
(617) 935-0866
Weekdays — 10 am to 4pm Eastern Time

ENROLLMENT FORM

BROTHERHOOD OF RAILROAD SIGNALMEN
PRESCRIPTION EYEWEAR PROGRAM

Program Coverage — August 1, 1981 to August 31, 1982
Please enclose Annual Family Application Fee of $12.95 per family.
Make check payable to: BRS EYEWEAR PROGRAM

Member's Full Name (please print) _____

Address _____

City _____ State _____ Zip _____

Daytime Phone Number (_____) _____

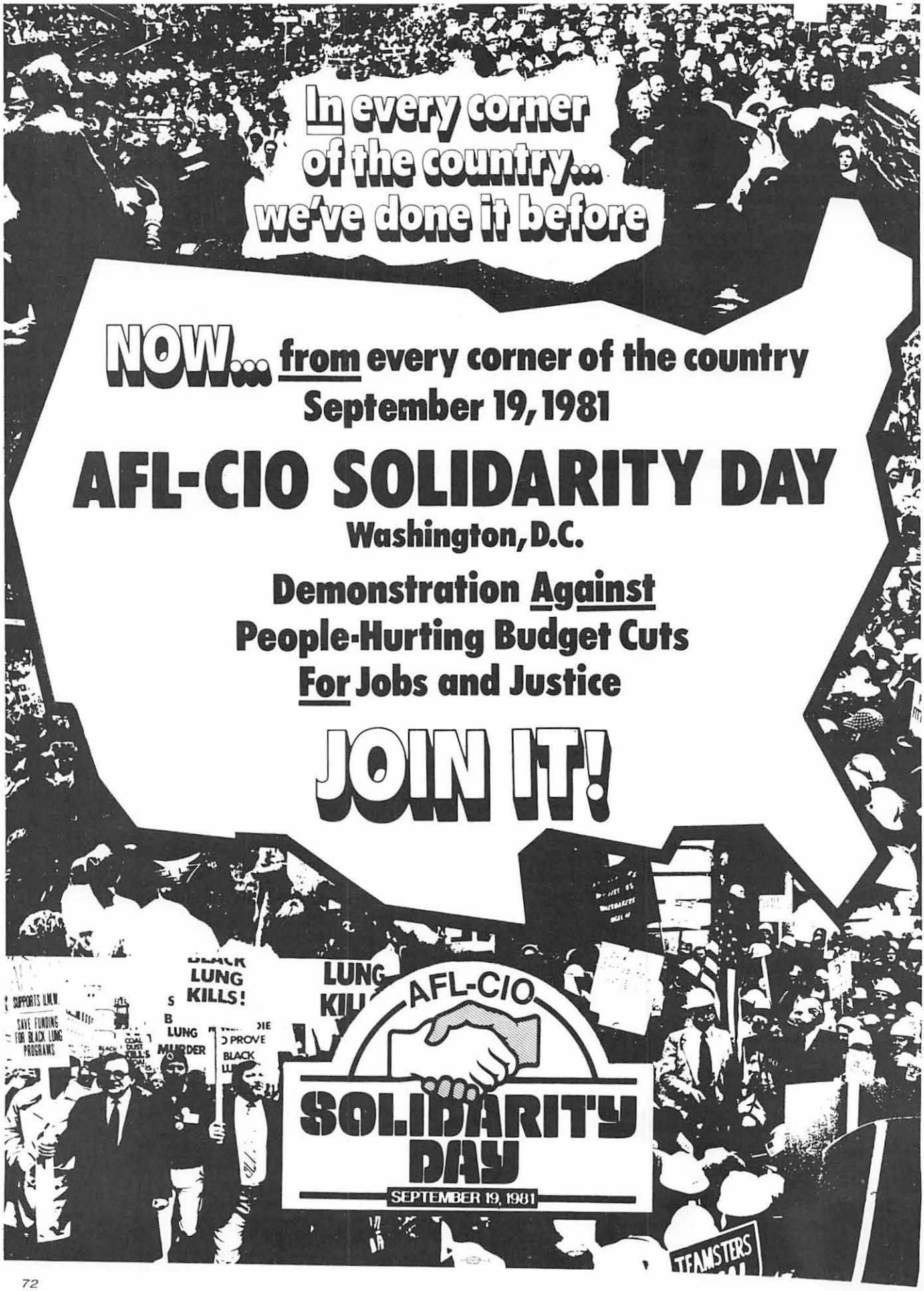
Social Security Number _____

Date of Birth _____

List Names of Family Members

_____

_____


In every corner
of the country...
we've done it before
NOW... from every corner of the country
September 19, 1981
AFL-CIO SOLIDARITY DAY
Washington, D.C.
Demonstration Against
People-Hurting Budget Cuts
For Jobs and Justice
JOIN IT!
BLACK LUNG KILLS!
SUPPORTS U.M.W.
SAVE FUNDING FOR BLACK LUNG PROGRAMS
AFL-CIO
SOLIDARITY DAY
SEPTEMBER 19, 1981
TEAMSTERS

a.m., on Saturday, October 17 and at 1:00 p.m. on Sunday, October 18 in the Windsor room.

"Living with Radiation" will be the subject of a panel discussion on Monday, October 19, at 1:00 p.m. in the Windsor room. On Tuesday, October 20, a panel discussion will be held in the Florentine Room at 9:00 a.m. concerning occupational exposure to RF and microwave radiation, and laser beam hazards. Alcohol and drug abuse recovery program will be discussed Wednesday, October 21, in the Florentine Room beginning at 9:00 a.m.

For further details contact Richard K. Gaw, manager, Labor Department, National Safety Council, 444 North Michigan, Ave., Chicago, IL 60611, (312) 527-4800, Ext. 286.

NMB got new chairman effective July 1, 1981

Robert J. Brown, a member of the National Mediation Board since 1979, has been appointed chairman. Brown who served as under secretary of labor from March 1977 to August 20, 1979 had been with the Labor Department since 1966. He succeeds George S. Ives.

Baltimore & Ohio steam record now available

A 33⅓ rpm long playing 12″ record has sounds of Baltimore & Ohio an EM-1 mallet locomotive heading south from Painesville, OH with loads of ore. This No. 7609 mallet comes to a stop at the New York Central crossing. After the signal clears, one hears the 7609 straining to start a heavy ore consist.

Records may be obtained from record stores and hobby shops or directly from *Railroad Record Club, Hawkins, WI 54530. Price is $6.75.*

Insurance counseling available to BofRS

Benefit Trust Life Insurance Company of Chicago has a new insurance counseling service known as "Circle of Protection." Arrangements have been made by the Brotherhood of Railroad Signalmen's Grand Lodge to enable Benefit Trust Life to offer their Circle of Protection service to members and their families.

Having served the personal protection needs of railroad employees for over 65 years, Benefit Trust Life has come to realize the necessity of a total service program which includes a concise review of all major benefit programs to provide a basic security for members and their families.

Brotherhood experience has been that many members are not aware of the benefits that they should receive from the various insurance policies. Especially at times when a member may be injured or unemployed, he or his wife should be able to quickly determine what insurance benefits apply and how to secure them.

Policies covered by the Circle of Protection service include hospital, medical, group life and dental programs, the Railroad Unemployment Insurance, Supplemental Accident and Sickness insurance, Railroad Retirement and Social Security and all personally owned insurance benefits needed to supplement these coverages so every railroad employee and his or her family can have a Circle of Protection.

There is absolutely no obligation for this service. It takes only 30 minutes of a member's time wherein a Benefit Trust Life agent explains the benefits a member now has and the ones to which he is entitled, including entitlement of any members of his family.

Contact may be made by members to a Benefit Trust Life agent by the yellow pages in the phone book. Members may receive a mailing from the BofRS for Benefit Trust Life. In making this insurance counseling available to members, BofRS officers point out that the services will be without cost to local lodges, general committees or Grand Lodge of the Brotherhood of Railroad Signalmen.

C&S Division, AAR meets in Chicago

The Communication and Signal Division, AAR will hold its annual meeting at the Palmer House Hotel in Chicago October 5 through October 7.

Keynote speaker on Monday's opening session will be Richard D. Spence, executive vice-president operations, Family Lines System. Chairman for this year's meeting is Robert D. Liggett, chief communication & signal officer, Family Lines.

On Monday afternoon, October 5, a signal session will be held beginning at 2:00 p.m. in the Red Lacquer Room. Featured will be talks on reliability of signal equipment, safety assurance using microprocessors, signal design considerations for ultra high speed traffic and energy conservation through new technologies in battery charging.

Tuesday morning October 6 reports of Committee D on highway railway grade crossing warning systems and Committee E on interlocking traffic control and block signaling will begin at 8:00 a.m. in the Red Lacquer Room. Following committee reports, C. L. Amos, executive director, state-rail programs, AAR, will discuss present and future funding on highway grade crossing programs. A report on the application of microprocessor to application to grade crossing controls will be presented. Canadian National will report on signal work analysis.

On Tuesday afternoon October 6, the Electromagnetic Compatibility Committee will present a program beginning at 1:30 p.m. in the Red Lacquer Room. Feature topics include, electric power parallelism of railroad right-of-way and its effects on communication and signal facilities; coupling of 60Hz and its harmonics into railroad track and wayside components; techniques to reduce power line interference in communication and signal cables and techniques used in direct coordination of cable systems. At 2:30 p.m. in the State Ballroom will be a presentation on hotbox detectors and false stops by Pete Gauthier, of the Quebec, North Shore & Labrador. Also discussed by engineers of Servo Corp. will be the application of modern solid state electronic technology to wayside train inspection systems.

On Wednesday morning will be presentation of a film titled "Search for Safety" as well as a paper discussing 100 years of signaling accomplishments of the Union Switch & Signal Division of the American Standard, Inc.

P. M. Abaray, assistant chief engineer of communications and signals of the Missouri Pacific will describe a computerized dispatcher consolidation on MP's southern district.

ICC ok's purchase of IT by N&W

Interstate Commerce Commission has approved an application of the Norfolk & Western to purchase the principal assets of the Illinois Terminal. N&W will pay $25,000 to each of the seven other IT shareholders. N&W will assume sole

liability for IT's first mortgage bonds (about $5.3 million) and rent for the McKinley Toll Bridge across the Mississippi River ($250,000 per year). ICC also ordered N&W to provide a fair arrangement for the protection of employees who might lose their jobs as a result of the purchase.

Southern asks ICC for OK to buy K&IT railroad

Kentucky & Indiana Terminal now owned by Southern, Baltimore & Ohio, and Louisville & Nashville will be acquired by Southern according to an agreement now reached by the three present owners. Southern has asked the Interstate Commerce Commission to approve the purchase. If ICC approves, Southern will pay K&IT $30 million, including assumption of debt and liabilities. Each of the three present owners will then be paid $10 million by K&IT to conclude the purchase.

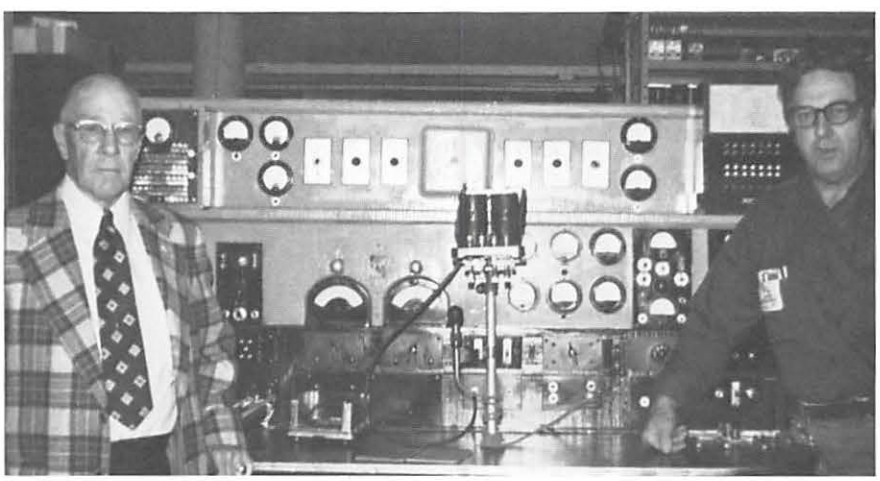
IC-N&W steam records are now available

For those who like their railroading with excellent sound effects the Railroad Record Club has issued re-mastered 12" records of steam days on the Illinois Central and the Norfolk & Western. Record No. 7 includes N&W steam in 1953-1955. Recordings include the famous J series 4-8-4 and K2A series 4-8-2 locomotives. Also, included are N&W's Roanoke built mallets Y6A with the 2-8-8-2 wheel arrangement. Recordings are in Virginia and West Virginia.

Quality of the N&W as well as the Illinois Central recordings is excellent. In Kentucky, the recording is made of an IC 2-10-2 locomotive, and in Illinois recordings are of 4-8-2 locomotives. In many of these recordings one hears the locomotive starting the train, which is a very dramatic experience for the listener. Locomotive specifications are included on the back of the record.

Records may be obtained from record stores or hobby shops, or direct from *Railroad Record Club, Hawkins, WI 54530.* Price for record No. 7 — N&W and IC is $6.75. Wisconsin residents should add state tax.

Pointing to excellent condition of the restored test bench is Charles J. Nelson (right front), assistant chief engineer signals, C&NW. He along with others are inspecting the CGW relay test bench in its new location in the rear lobby of Grand Lodge Headquarters. Looking over Nelson's shoulder is R. Thomas Bates, BofRS president and in line with him is Robert W. Russell, senior vice-president administration, C&NW. Looking on from the other side of the bench (reading from the bench toward the front of the photograph) are Henry S. Gerth, C&NW general chairman, Witt B. Harwell, Jr., BofRS vice-president and W. D. Best, BofRS secretary treasurer.



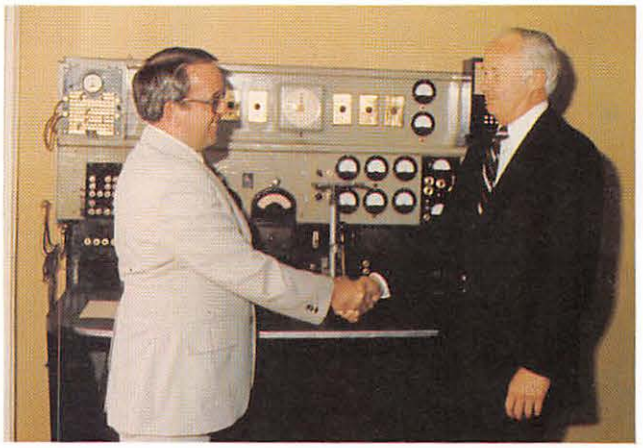
Relay test bench in the Oelwein shop prior to being moved to Mt. Prospect. Those involved in building and rehabilitating the bench are shown here. At left is Brother P. C. Wall, who built the bench and test panel in 1932 and Brother Tom Grace (right) recording and financial secretary of Maple Leaf Lodge 98. Brother Van DeWalker also worked at restoring the bench to its present excellent condition. They spent many hours of their own time in doing this.

C&NW donates relay test bench to Brotherhood

A relay test bench from the signal shop of the former Chicago Great Western, Oelwein, IA, has been presented by the Chicago & North Western to Grand Lodge Headquarters of the Brotherhood of Railroad Signalmen to be added to its collection of signal memorabilia.

In a ceremony at Grand Lodge recently, the relay test bench was presented to the Brotherhood by Robert W. Russell, senior

Relay test bench was hauled to Grand Lodge by Keith Van DeWalker (center) who is showing it in the truck in which he hauled it to W. W. Lauer, (right) BofRS director of research. Helping Brother Van DeWalker in his move is his son, Norman, (at Van De Walker's right).



Sealing the acceptance of the test bench with a handshake are W. D. Best (left) BofRS secretary-treasurer and Robert W. Russell, senior vice-president administration, Chicago & North Western.

Moving the relay test bench into Grand Lodge Headquarter's back door was a matter of pushing it over a set of pipe rollers.

Demonstrating some of the uses of the test bench is Keith Van De Walker (right) to W. D. Best, BofRS secretary-treasurer.

vice-president administration for the C&NW to W. D. Best, BofRS secretary-treasurer. Also, participating in the ceremonies were R. Thomas Bates, BofRS president; Witt B. Harwell, Jr., BofRS vice president; Henry S. Gerth, general chairman of the Brotherhood on the C&NW; and Charles J. Nelson, assistant chief engineer signals, C&NW.

The relay test panel was in service at the Oelwein signal shop of the former Chicago Great Western from 1932 to 1968. The original material was collected by P. C. Wall in 1932. Brother Wall started with only a wheatstone bridge and a duplex meter in 1916, mounted on a small panel. All meters and rheostats, etc. were put on to the present bench and test panel in 1932.

Brother Wall started on the CGW as an assistant signalman in September 1918 at Mason City, IA. Four years later he came into the signal shop at Oelwein as an assistant relay repairman, and he was promoted to relay repairman on March 3, 1925. He remained in that position until August 16, 1968 when the position was abolished due to the merger of the CGW with the Chicago & North Western.

The test equipment on the bench has not been used since the merger of the two railways. However, Brother Wall and Brothers Tom Grace, recording & financial secretary of Maple Leaf Lodge 98, and Keith Van De Walker, local president and local chairman of Local 98 spent considerable time in cleaning and rehabilitating the bench, bringing it to its present pristine condition prior to donating it to the Brotherhood's Grand Lodge Headquarters in Mt. Prospect.

As part of the memorabilia for Grand Lodge, Brother Wall has donated his time books which show all of his time from the day he began work until his retirement in 1968. He also donated all of his Brotherhood cards from June 1919 to August 1968. During this time he has been a member of Maple Leaf Lodge 98.

Brother Wall is also a 60 year member of the Masonic Lodge at Oelwein, and a 54 year member of the Shrine.

This relay test bench has been located in the rear lobby of Grand Lodge Headquarters. Additional relays will be mounted on shelves and suitably inscribed along with the test bench.

News From Canada

CN rail uses trailers for signal shops

The St. Lawrence Region has acquired four new trailers to serve as mobile offices and shops for signals construction crews working in remote parts of the region.

Jacques Bonenfant, general supervisor, signals construction, said he believes these trailers will greatly improve working conditions for signals employees.

"Our teams have to work for long periods of time in remote parts of the region. These trailers will be their offices and shops and will serve as shelters in case of bad weather."

The trailers each have side tool compartments and rear doors that open on a room equipped with a table and chairs where foremen can do office work like preparing time cards.

There are shelves for storing rule books and manuals.

The trailer can also be used as a shop because it is equipped with a foldaway work bench and storage for small items such as nuts and bolts.

The trailer is also equipped with a simple coupler that can easily be attached to the type of trucks used by the signals department.

The trailers, which cost about $10,000 each, have electric brakes synchronized with the truck brakes, battery-powered lights and a propane and electric heating system for the winter months.

CP Rail wants to build 21 miles of new line

CP Rail will file an application with the Canadian Transport Commission for authority to construct 21 miles of new mainline track through the Rogers Pass area of the Selkirk Mountains in British Columbia. The project will include driving 2 tunnels of about 10 miles total length, and building 11 bridges. CP wants to start construction next year. The new trackage would reduce grades, will allow the railway to run more and longer freight trains, carrying increasing tonnages of Western Canada's coal, sulphur, potash and grain to the Pacific coast for shipping to overseas buyers. Between now and 1990 CP Rail expects to buy 12,000 additional freight cars, 600 new locomotives, 200 new cabooses, and more containers and terminal handling facilities for intermodal operations.

During the same period, CP Rail plans to build longer passing tracks at key locations on the mainline, and make major improvements to yards at Vancouver, Calgary, Winnipeg, Toronto and Montreal, and expand its centralized traffic control system.

The Rogers Pass project will reduce the westbound grade from a maximum of 2.6% to a maximum of 1%. Reduction of the grade and construction of the tunnels will permit the railway to increase capacity of the line by about 50%.

CANADA: **Gordon W. R. Campbell,** a member of Northland National Lodge 204 has retired.

PRR steam recordings now available

Steam powered Pennsylvania railroad trains in the Shamokin and Mill Creek, PA area are on record No. 10, Pennsylvania, of the Railroad Record Club. Those who listened to steam locomotives and those who have never heard them will certainly enjoy this excellent recording of Pennsy power. Included is a recording of Pennsy's famous K-4 Pacifics which were noted for hauling famous trains, such as the Broadway Limited.

This record No. 10 is 12", playing at 33⅓ rpm. For more information, write *Railroad Record Club, Hawkins, WI 54530. Price is $6.75.*

BofRS-QNS&L sign agreement

Participating in the signing of the Signalmen's Agreement with the Quebec North Shore & Labrador on May 24, 1981 included the following (shown from left to right): Andre Viel, secretary-treasurer, local 217; Remi Lentigne, first vice president, local 217; Mrs. Marie Tardif, assistant labour relations officer QNS&L; Roger E. McCaughan, general chairman and BofRS grand lodge representative; Roger Beaulieu, manager labour relations QNS&L-IOC (Iron Ore Company of Canada); Guy Gauthier, second vice president local 217; Victor Bernier, local chairman, local 217; Claude Norbert, assistant labour relations QNS&L-IOC; Barry Wilson, superintendent signals and communications, QNS&L and Art Dolliver, manager, QNS&L.

Signature de la convention de travail le 24 Mai, 1981: Andre Viel, secretaire-financier, local 217; Remi Lentigne, premier vice president, local 217; Mme. Marie Tardif, assistante relations ouvrieres, QNS&L; Roger McCaughan, president general et representant syndicaux; Roger Beaulieu, directeur des relations ouvrieres QNS&L-IOC; Guy Gauthier 2e vice president, local 217; Victor Bernier, president general, local 217; Claude Norbert, assistant relations ouvrieres QNS&L-IOC; Barry Wilson, surintandant communications et signaux QNS&L; Art Dolliver, directeur du chemin de fer QNS&L.

Signalmen's negotiating committee on the Quebec, North Shore & Labrador (shown here from left to right) are: Andre Viel, financial secretary; Guy Gauthier, second vice-president; Victor Bernier, local chairman; Roger E. McCaughan, general chairman and BofRS grand lodge representative; and Remi Lentigne, first vice president. Brothers Viel, Gauthier, Bernier and Lentigne are members of Local Lodge 217.

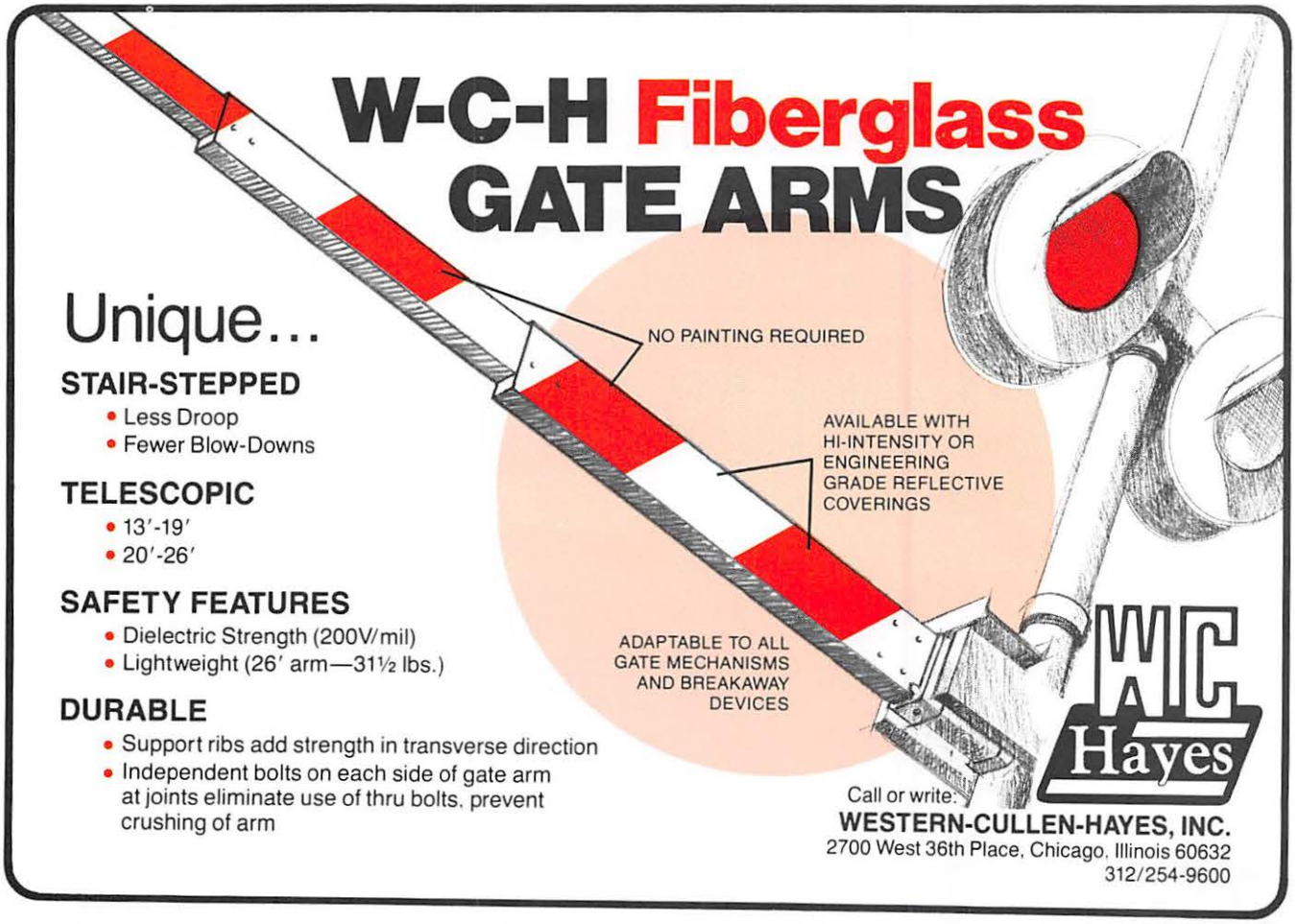
Signing for the signalmen is Victor Bernier (head of table at right) local chairman of Local Lodge 207.

Signing for the QNS&L is Art Dolliver (center) manager for the Quebec North Shore & Labrador.

Graduating from the signal training program of the Canadian National at Winnipeg, Man. are the following (from left to right): K. H. Marken; K. D. Steven of Winnipeg Centre Lodge 12; R. A. Bagg, of Saskatchewan Lodge 203; R. E. McCaughan, general chairman and BofRS grand lodge representative; V. A. McGregor, regional engineer of signals CN; J. D. Wood, of Local Lodge 12; L. H. Marconette, DW&P, Local Lodge 200; R. C. Buffie, signal instructor; R. D. Dahl, general supervisor of signal construction CN; and D. G. Jorgenson, Local Lodge 12.

Signal training graduates of section 1 on the Mountain Region at Edmonton, AL are shown here. Back row standing (left to right) are Ken Shivak, signal supervisor of training; Darryl S. McRae, Thompson Lodge 223; David A. Belding, Local 223; Michael C. Minter; Noland E. Burdeniuk, Edmonton Lodge 202; Rick W. Stamm, Local 223; and Herbert H. Dofka, regional engineer signals, CN Rail. In the front row seated left to right are: Chris J. Nall, of Local 202, Larry Nisbet, John C. Castonguay of Local 202, and Glenn Robertson, CN signal supervisor of training.

W-C-H Fiberglass GATE ARMS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Signal training course

You can learn about today's modern signal systems from the new Signal Training Course available from the Brotherhood of Railroad Signalmen. This is the famous Canadian National course that is the basis of many of the courses used by the nation's railroads in their signal training programs. CN has kindly given the Brotherhood permission to reprint this signal material. The 4-volume course is now in one 3-ring binder.

Volume I has 9 sections, as follows: 1- how to study; 2- signaling; 3- multimeter; 4- energy distribution; 5- batteries; 6- direct current; 7- track appliances; 8- understanding circuits; and 9- trouble shooting.

Volume II has 9 sections, as follows: 1- review; 2- direct current relays; 3- light signals; 4- switch circuit controller; 5- spring switch mechanism; 6- automatic block signals; 7- highway crossing protection; 8- highway crossing bell; and 9- highway crossing agate.

Volume III has 6 sections, as follows: 1- review; 2- direct current relays; 3- power operated switch machines; 4- coded track circuits; 5- electric switch lock; and 6- centralized traffic control systems.

Volume IV has 7 sections, as follows: 1- review volume I; 2- review volume II; 3-review volume III; 4- style C track circuit; 5- automatic interlocking; 6- hotbox detector; and 7- overlay track circuits.

To order your copy of this Signal Training Course, please send check or money order in the amount of $50 payable to the Brotherhood of Railroad Signalmen. Send your order and payment to Box U, Mt. Prospect, IL 60056.

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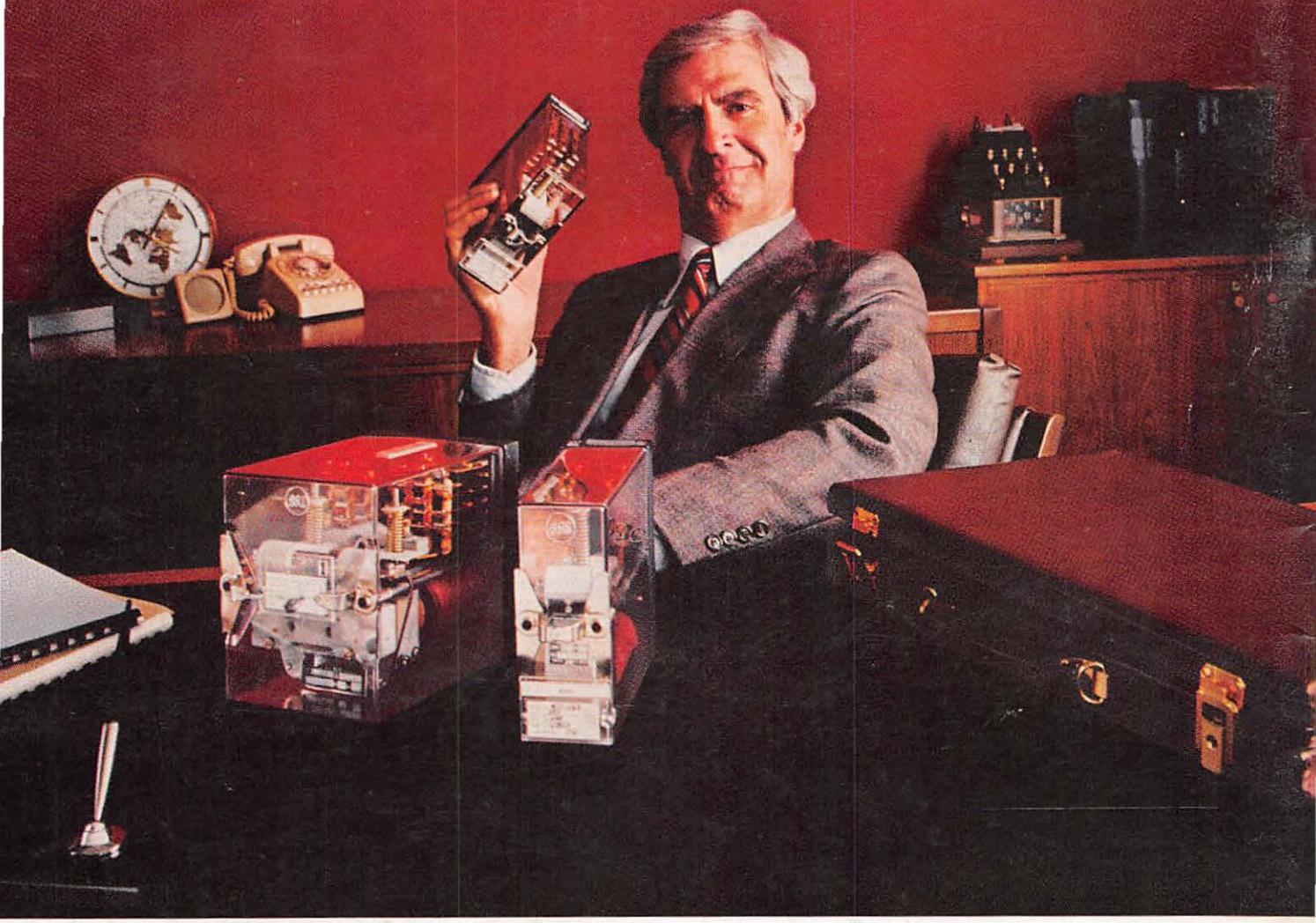
Security Blanket *noun*: a familiar object whose presence dispels anxiety



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